

ANNOTATED MINUTES

Tuesday, April 9, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

PLANNING ITEMS

Chair Beverly Stein convened the meeting at 9:38 a.m., with Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present, and Vice-Chair Dan Saltzman arriving at 9:40 a.m.

- P-1 CU 10-94; HV 28-95 Hearings Officer Decision APPROVING Conditional Use Approval and a Minor Variance to the Minimum Yard Setback Requirement, to Construct a Single Family Dwelling Not Related to Forest Management on a 17.8 Acre Lot of Record in the Commercial Forest Use Zoning District, on Property Located at 21574 NW GILKISON ROAD, PORTLAND

DECISION READ, NO APPEAL FILED, DECISION STANDS.

- P-2 HDP 21-95 Hearings Officer Decision DENYING Appeal and Approving the Administrative Decision Approving a Hillside Development Permit to Allow the Construction of a Driveway and Single Family Dwelling in the Rural Residential Zoning District, on Property Located at 12625 NW GERMANTOWN ROAD, PORTLAND

DECISION READ, NO APPEAL FILED, DECISION STANDS.

- P-3 PRE 2-95 DE NOVO HEARING, Testimony Limited To 20 Minutes Per Side Regarding Appeal of Hearings Officer Decision DENYING Appeal and AFFIRMING Planning Director's Decision Which Made a Determination of Substantial Development for a Single Family Dwelling on Property Located at 6125 NW THOMPSON ROAD, PORTLAND

CHAIR STEIN EXPLAINED QUASI-JUDICIAL PROCESS. AT CHAIR STEIN'S REQUEST FOR DISCLOSURE, COMMISSIONER SALTZMAN REPORTED EX PARTE CONTACTS WITH DAN McKENZIE AND A SITE VISIT, AND ADVISED HE HAS NO BIAS IN THE MATTER. AT CHAIR STEIN'S

REQUEST FOR CHALLENGES, DAN McKENZIE REQUESTED THAT HE BE ALLOWED TO RESPOND TO THE APRIL 1 MEMO SUBMITTED BY ARNOLD ROCHLIN. MR. ROCHLIN RESPONDED THAT HIS MEMO WAS SUBMITTED TO THE PLANNING OFFICE PER STANDARD PROCEDURE, AND AT THE REQUEST OF CHAIR STEIN, PROVIDED A COPY OF HIS APRIL 1 MEMO TO MR. McKENZIE. AT CHAIR STEIN'S REQUEST FOR SAME, NO PROCEDURAL OBJECTIONS WERE RAISED. PLANNER BARRY MANNING PRESENTED CASE HISTORY. HEARINGS OFFICER JOAN CHAMBERS PRESENTED APPEAL HISTORY AND EXPLAINED CONDITIONS, FINDINGS OF FACT AND CONCLUSIONS APPLIED IN HER DECISION. IN RESPONSE TO A QUESTION OF COMMISSIONER SALTZMAN, MS. CHAMBERS ADVISED MR. ROCHLIN HAD STANDING TO APPEAL THE PLANNING DIRECTOR DECISION PURSUANT TO THE CONDITIONAL USE SECTION OF THE COUNTY CODE. ARNOLD ROCHLIN PRESENTED ORAL AND WRITTEN TESTIMONY IN OPPOSITION TO THE HEARINGS OFFICER DECISION AND INTERPRETATION OF PERMIT TIMING ISSUES. DAN McKENZIE TESTIMONY IN SUPPORT OF HEARINGS OFFICER DECISION AND REBUTTAL TO MR. ROCHLIN'S TESTIMONY. MR. ROCHLIN PRESENTED REBUTTAL TO MR. McKENZIE'S TESTIMONY. IN RESPONSE TO A QUESTION OF CHAIR STEIN, COUNSEL SANDRA DUFFY AND MS. CHAMBERS EXPLAINED THAT SINCE APPLICATION CU 5-91a WAS WITHDRAWN, AND THE THREE SEPTEMBER, 1995 BOARD DECISIONS WERE NOT APPEALED, THE ISSUES RAISED BY MR. ROCHLIN ARE MOOT. IN RESPONSE TO INQUIRIES OF CHAIR STEIN, THERE WAS NO REQUEST FOR CONTINUANCE OR OBJECTION TO HEARING RAISED. CHAIR STEIN ADVISED ALL PARTIES WILL RECEIVE A COPY OF THE BOARD'S WRITTEN DECISION, WHICH MAY BE APPEALED TO LUBA. HEARING CLOSED. MS. DUFFY, CHAIR STEIN AND MR. MANNING EXPLANATION IN RESPONSE TO QUESTIONS AND CONCERNS OF COMMISSIONER COLLIER. COMMISSIONER

KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, TO DENY THE APPEAL AND AFFIRM THE HEARINGS OFFICER DECISION. CHAIR STEIN ADVISED HER CONCERNS HAVE BEEN ADDRESSED AND SHE IS PERSUADED BY THE HEARINGS OFFICER DECISION. MS. DUFFY AND MR. MANNING RESPONSE TO QUESTION OF COMMISSIONER HANSEN REGARDING TIME LIMIT BETWEEN WITHDRAWING AND FILING NEW PERMIT APPLICATIONS. MS. DUFFY CONCURRED WITH STATEMENT OF CHAIR STEIN THAT CODE PROVIDES OPPORTUNITY FOR APPLICANTS TO REAPPLY FOR PERMITS WITHIN SIX MONTHS TO A YEAR. HEARINGS OFFICER DECISION UNANIMOUSLY UPHELD.

The planning meeting was adjourned at 10:50 a.m. and the briefing convened at 11:00 a.m.

Tuesday, April 9, 1996 - 11:00 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

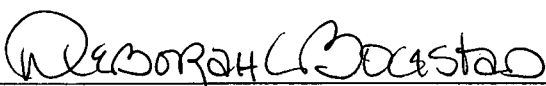
BOARD BRIEFING

- B-1 Update on Renewal of Paragon Cable Franchise, Changes in Federal Telecommunications Law, and TCI-West Cable Franchise. Presented by Ernie Bonner, David Olson and Mary Beth Henry of Mt. Hood Cable Regulatory Commission.

**ERNIE BONNER AND DAVID OLSON
PRESENTATION AND RESPONSE TO BOARD
QUESTIONS AND DISCUSSION.**

There being no further business, the briefing was adjourned at 11:50 a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON



Deborah L. Bogstad

Thursday, April 11, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:35 a.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley and Tanya Collier present, and Commissioner Gary Hansen excused.

NON-DEPARTMENTAL

- C-1 Appointment of Craig A. Schulstad to the REGIONAL STRATEGIES BOARD

AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, C-1 WAS UNANIMOUSLY POSTPONED INDEFINITELY.

CONSENT CALENDAR

SHERIFF'S OFFICE

- C-2 Ratification of Intergovernmental Agreement 800067 with the Housing Authority of Portland to Provide a Supervised Inmate Work Crew to Perform General Labor Such as Ground Maintenance, Light Carpentry, Painting, Etc.

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, CONSENT CALENDAR ITEM C-2 WAS UNANIMOUSLY APPROVED.

REGULAR AGENDA

DEPARTMENT OF SUPPORT SERVICES

- R-2 Presentation of Employee Service Awards Honoring 36 Multnomah County Employees with 5 to 25 Years of Service

WITH THE ASSISTANCE OF SHERY STUMP AND GAIL FOSTER, THE BOARD GREETED,

ACKNOWLEDGED AND PRESENTED 5 YEAR AWARDS TO GLORIA BELLEAU, C. LYNN BETTERIDGE, D. RANDALL MORRISON AND LYDA OVERTON OF ASD; BARBARA HERSHEY, JACKIE JOHNSON, CATHY LILLY, JOSE MARTINEZ AND BRENT MATTHEWS OF DCFS; JILL ALSPACH OF DA; SHARON BAKER, MATTHEW MATTILA AND TRACY PUGLIANO OF DCC; SUZANNE BERGERON, PATRICIA READ, CAROL ZURAWSKI AND FRANK KAMINSKI OF DES; MARSHA EHLERS OF DSS; HELEN FERRIER OF DJJS; AND SUZANNE FLYNN AND GARY HANSEN OF NOND; 10 YEAR AWARDS TO REBECCA CORNETT OF ASD; DIANA CHAMBERLAIN AND DIANA LOVING-BLACK OF DA; HOWARD KLINK OF DCFS; AND KIP COURSER OF DES; 15 YEAR AWARDS TO GAYLE KRON OF DFCS; SHARON DAY AND SHARON HENLEY OF DA; HORACE HOWARD OF DCC; DWIGHT ROOFE OF DES; AND KENNETH CLINTON OF DSS; 20 YEAR AWARD TO GLENN HARDING OF DCC; AND 25 YEAR AWARDS TO WILLIAM JACKSON OF DCC AND SUSAN DANIELL OF DSS.

DISTRICT ATTORNEY'S OFFICE

R-4 PROCLAMATION Proclaiming the Week of April 21-27, 1996 as OREGON CRIME VICTIMS RIGHTS WEEK in Multnomah County

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER SALTZMAN SECONDED,
APPROVAL OF R-4. MICHAEL SCHRUNK
EXPLANATION. PROCLAMATION READ.
PROCLAMATION 96-62 UNANIMOUSLY
APPROVED.**

DEPARTMENT OF SUPPORT SERVICES

R-3 Second Reading and Adoption of an ORDINANCE Amending MCC Chapter 5.40 (Car Rental Tax) in Order to Clarify the Responsibilities of Commercial Enterprises for Collecting and Remitting this Tax, and to Strengthen and Clarify the County's Ability to Administer it

**ORDINANCE READ BY TITLE ONLY. COPIES
AVAILABLE. COMMISSIONER KELLEY MOVED**

AND COMMISSIONER COLLIER SECONDED, APPROVAL OF SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 849 UNANIMOUSLY APPROVED.

PUBLIC COMMENT

- R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

NO ONE WISHED TO COMMENT.

SHERIFF'S OFFICE

- R-5 Intergovernmental Agreement 800756 with the City of Portland Police Bureau, to Provide Certain Law Enforcement Services Involving DUII

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-5. LARRY AAB AND DAVE HADLEY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-6 First Reading of an ORDINANCE Making Procedural Changes in the Bylaws of the Metropolitan Human Rights Commission

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF FIRST READING. STEVE FREEDMAN EXPLANATION. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING THURSDAY, APRIL 18, 1996.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-7 Intergovernmental Agreement 105036 with the Housing Authority of Portland, Allocating U.S. Department of Housing and Urban Development Funds to Construct the Turning Point Project as Transitional Housing for Homeless Families

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-7. REY ESPAÑA AND ROB TUCKER EXPLANATION. COMMISSIONER SALTZMAN COMMENTS IN SUPPORT. AGREEMENT UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-8 ORDER Authorizing Cancellation of Uncollectible Personal Property Taxes for 1983/84 through 1994/95

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. COMMISSIONER COLLIER EXPLANATION. ORDER 96-63 UNANIMOUSLY APPROVED.

R-9 Intergovernmental Agreement 301446 with the Oregon Department of Transportation and Metro, to Conduct a Pre-Project Study of Congestion Pricing in the Portland Region

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-9. ED ABRAHAMSON EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

R-10 Second Reading and Adoption of an ORDINANCE Amending Multnomah County Animal Control Code 8.10.005 et. seq.

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF SECOND READING AND ADOPTION. COUNSEL MATT RYAN EXPLANATION OF PROPOSED NON-SUBSTANTIVE AMENDMENTS. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, NON-SUBSTANTIVE AMENDMENTS TO PAGES 28 AND 34 WERE UNANIMOUSLY APPROVED. COMMISSIONER COLLIER ACKNOWLEDGED EFFORTS OF STAFF AND COMMITTEE PARTICIPATING IN ORDINANCE REVISION. MR. RYAN, CHAIR STEIN,

**COMMISSIONER KELLEY AND COMMISSIONER
SALTZMAN COMMENTS IN SUPPORT OF EFFORTS
OF COMMISSIONER COLLIER AND HER STAFF
AND EVERYONE WHO WORKED ON ORDINANCE
REVISION. ORDINANCE 850 UNANIMOUSLY
APPROVED, AS AMENDED.**

The regular meeting was adjourned at 10:14 a.m. and the executive session convened at 11:05 a.m.

Thursday, April 11, 1996 - 11:00 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for Labor Negotiator Consultation Concerning Labor Negotiations. Presented by Kenneth Upton.

EXECUTIVE SESSION HELD.

There being no further business, the executive session was adjourned at 12:00 p.m.

Thursday, April 11, 1996 - 2:00 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

PUBLIC HEARING

TSCC Chair Charles Rosenthal convened the hearing at 2:02 p.m., with TSCC staff Courtney Wilton and Commissioners Roger McDowell and Anthony Jankans present, and Commissioner Dick Anderson arriving at 2:35 p.m.

- PH-1 The Tax Supervising and Conservation Commission Will Meet to Conduct a Public Hearing on the County's Proposed Library Serial Levy, Public Safety Levy, Library General Obligation Bond, Public Safety General Obligation Bond, and 1995-96 Supplemental Budget


**DAVE WARREN, JIM MUNZ, DAVE BOYER,
JEANNE GOODRICH, BARBARA SIMON AND
LARRY AAB PRESENTATION AND RESPONSE TO
TSCC QUESTIONS AND DISCUSSION.
COMMISSIONERS TANYA COLLIER, DAN
SALTZMAN AND SHARRON KELLEY RESPONSE TO
TSCC QUESTIONS AND DISCUSSION.**

Commissioner Gary Hansen arrived at 2:42 p.m.

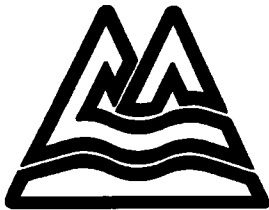
Commissioner Anthony Jankans left at 2:46 p.m.

There being no further business, the hearing was adjourned at 2:57 p.m.

**OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON**



Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 SW FIFTH AVENUE
PORTLAND, OREGON 97204
CLERK'S OFFICE • 248-3277 • 248-5222
FAX • (503) 248-5262

BOARD OF COUNTY COMMISSIONERS		
BEVERLY STEIN •	CHAIR	•248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	•248-5219
TANYA COLLIER •	DISTRICT 3	•248-5217
SHARRON KELLEY •	DISTRICT 4	•248-5213

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

APRIL 8, 1996 - APRIL 12, 1996

Tuesday, April 9, 1996 - 9:30 AM - Planning ItemsPage 2

Tuesday, April 9, 1996 - 11:00 AM - Board BriefingPage 2

Thursday, April 11, 1996 - 9:30 AM - Regular Meeting.....Page 3

Thursday, April 11, 1996 - 11:00 AM - Executive Session.....Page 4

Thursday, April 11, 1996 - 2:00 PM - TSCC Hearing.....Page 5

1996-97 Multnomah County Budget Hearing Schedule.....Page 6

*Thursday Meetings of the Multnomah County Board of Commissioners are *cablecast* live and taped and can be seen by Cable subscribers in Multnomah County at the following times:*

Thursday, 9:30 AM, (LIVE) Channel 30

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

*Tuesday, April 9, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

PLANNING ITEMS

- P-1 CU 10-94; HV 28-95 Hearings Officer Decision APPROVING Conditional Use Approval and a Minor Variance to the Minimum Yard Setback Requirement, to Construct a Single Family Dwelling Not Related to Forest Management on a 17.8 Acre Lot of Record in the Commercial Forest Use Zoning District, on Property Located at 21574 NW GILKISON ROAD, PORTLAND*
- P-2 HDP 21-95 Hearings Officer Decision DENYING Appeal and Approving the Administrative Decision Approving a Hillside Development Permit to Allow the Construction of a Driveway and Single Family Dwelling in the Rural Residential Zoning District, on Property Located at 12625 NW GERMANTOWN ROAD, PORTLAND*
- P-3 PRE 2-95 DE NOVO HEARING, Testimony Limited To 20 Minutes Per Side Regarding Appeal of Hearings Officer Decision DENYING Appeal and AFFIRMING Planning Director's Decision Which Made a Determination of Substantial Development for a Single Family Dwelling on Property Located at 6125 NW THOMPSON ROAD, PORTLAND*
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*Tuesday, April 9, 1996 - 11:00 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFING

- B-1 Update on Renewal of Paragon Cable Franchise, Changes in Federal Telecommunications Law, and TCI-West Cable Franchise. Presented by Ernie Bonner, David Olson and Mary Beth Henry of Mt. Hood Cable Regulatory Commission. 45 MINUTES REQUESTED.*

*Thursday, April 11, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 *Appointment of Craig A. Schulstad to the REGIONAL STRATEGIES BOARD*

SHERIFF'S OFFICE

- C-2 *Ratification of Intergovernmental Agreement 800067 with the Housing Authority of Portland to Provide a Supervised Inmate Work Crew to Perform General Labor Such as Ground Maintenance, Light Carpentry, Painting, Etc.*

REGULAR AGENDA

PUBLIC COMMENT

- R-1 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

DEPARTMENT OF SUPPORT SERVICES

- R-2 *Presentation of Employee Service Awards Honoring 36 Multnomah County Employees with 5 to 25 Years of Service*
- R-3 *Second Reading and Adoption of an ORDINANCE Amending MCC Chapter 5.40 (Car Rental Tax) in Order to Clarify the Responsibilities of Commercial Enterprises for Collecting and Remitting this Tax, and to Strengthen and Clarify the County's Ability to Administer it*

DISTRICT ATTORNEY'S OFFICE

- R-4 *PROCLAMATION Proclaiming the Week of April 21-27, 1996 as OREGON CRIME VICTIMS RIGHTS WEEK in Multnomah County*

SHERIFF'S OFFICE

- R-5 *Intergovernmental Agreement 800756 with the City of Portland Police Bureau, to Provide Certain Law Enforcement Services Involving DUII*

NON-DEPARTMENTAL

- R-6 *First Reading of an ORDINANCE Making Procedural Changes in the Bylaws of the Metropolitan Human Rights Commission*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-7 *Intergovernmental Agreement 105036 with the Housing Authority of Portland, Allocating U.S. Department of Housing and Urban Development Funds to Construct the Turning Point Project as Transitional Housing for Homeless Families*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-8 *ORDER Authorizing Cancellation of Uncollectible Personal Property Taxes for 1983/84 through 1994/95*
- R-9 *Intergovernmental Agreement 301446 with the Oregon Department of Transportation and Metro, to Conduct a Pre-Project Study of Congestion Pricing in the Portland Region*
- R-10 *Second Reading and Adoption of an ORDINANCE Amending Multnomah County Animal Control Code 8.10.005 et. seq.*
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*Thursday, April 11, 1996 - 11:00 AM
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EXECUTIVE SESSION

- E-1 *The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for Labor Negotiator Consultation Concerning Labor Negotiations. Presented by Kenneth Upton. 45 MINUTES REQUESTED.*

*Thursday, April 11, 1996 - 2:00 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

PUBLIC HEARING

*PH-1 The Tax Supervising and Conservation Commission Will Meet to
Conduct a Public Hearing on the County's Proposed Library Serial
Levy, Public Safety Levy, Library General Obligation Bond, Public
Safety General Obligation Bond, and 1995-96 Supplemental Budget*

1996-97 BUDGET HEARING SCHEDULE

BEFORE THE

MULTNOMAH COUNTY BOARD OF

COMMISSIONERS

APRIL 30	TUESDAY	9:30 AM	BUDGET REVENUES AND OVERVIEW
MAY 2	THURSDAY	9:30 AM	EXECUTIVE BUDGET MESSAGE
7	TUESDAY	1:30 PM	COMMUNITY & FAMILY SERVICES
8	WEDNESDAY	9:30 AM	HEALTH DEPARTMENT
14	TUESDAY	1:30 PM	AGING SERVICES DEPARTMENT
15	WEDNESDAY	9:30 AM	ENVIRONMENTAL SERVICES
21	TUESDAY	1:30 PM	JUVENILE JUSTICE SERVICES
22	WEDNESDAY	9:30 AM	COMMUNITY CORRECTIONS
22	WEDNESDAY	2:00 PM	DEPARTMENT OF LIBRARY SERVICES
23	THURSDAY	1:30 PM	SHERIFF'S OFFICE
JUNE 4	TUESDAY	1:30 PM	DEPARTMENT OF SUPPORT SERVICES
5	WEDNESDAY	9:30 AM	DISTRICT ATTORNEY'S OFFICE
5	WEDNESDAY	1:30 PM	NON-DEPARTMENTAL
6	THURSDAY	11:00 AM	TSCC BUDGET HEARING
6	THURSDAY	7:00 PM	HEARING @ COUNTY COURTHOUSE
11	TUESDAY	2:00 PM	OPEN
12	WEDNESDAY	9:30 AM	OPEN - IF NEEDED
12	WEDNESDAY	1:30 PM	OPEN - IF NEEDED
12	WEDNESDAY	7:00 PM	HEARING @ GRESHAM CITY HALL
13	THURSDAY	9:30 AM	HEARING/ADOPT BUDGET

The Board welcomes this opportunity for you to provide input in the County budget process. Public comment will be limited to three minutes per person. All hearings will be held in room 602 of the Multnomah County Courthouse, 1021 SW Fourth Avenue, Portland, with the exception of the 7:00 pm, Wednesday, June 12, 1996 hearing which will be held in the Gresham City Council Chambers, 1333 NW Eastman Parkway, Gresham (the single story Public Safety and Schools building). Questions? Call Deb or Aimee in the Office of the Board Clerk, (503) 248-3277.

GARY HANSEN
Multnomah County Commissioner
District 2



1120 S.W. Fifth Avenue, Suite 1500
Portland, Oregon 97204
(503) 248-5219

M E M O R A D U M

TO: Office Of The Board Clerk
Chair Beverly Stein
Commissioner Tanya Collier
Commissioner Sharron Kelly
Commissioner Dan Saltzman

FROM: Juana Arredondo, Commissioner Hansen's Office

RE: Absence From April 11th BCC Board Meetings

DATE: April 11, 1996

Commissioner Hansen will be in a Legislative Hearing in Salem all day today, which will make him unable to attend the 9:30am Executive Session and the 2pm Public Safety Hearing.

BOARD OF
COUNTY COMMISSIONERS
96 APR 11 PM 1:03
MULTNOMAH COUNTY
OREGON

c/ojma

MEETING DATE: APR 11 1996

AGENDA #: C-1

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Regional Strategies Board

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: ☐ Consent Calendar

AMOUNT OF TIME NEEDED:

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Sharon Timko

TELEPHONE #: 248-3960

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointment of Craig A. Schulstad to the Rural Representative of the Regional Strategies Board. Two year Term ending 3/30/98.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)

DEPARTMENT

MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 APR -3 PM 1:45

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Regional Strategies

B. Name: Craig Schultstad

Address: 7050 S.W. 179th

City/State/Zip: Albany, OR 97007

Home Phone: 662-4654

C. Current Employer: Hall Ranch

Address: 19315 N.W. Sullivan Rd

City/State/Zip: Portland, OR 97231

Work Phone/Extension: 621-3436

Occupation: Farmer

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex ☒ M / ☐ F

Racial/

Ethnic Background: ☐ African-American ☐ Asian ☒ Caucasian

☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month 3 Date 17 Year 64

E. List major paid employment and volunteer activities which may^{be} related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

'92 to present Hall Ranch - dealt w/ many rural issues.
'87 to '91 Sisters of Providence - dealt w/ healthcare delivery & provider access issues

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

Handicapped/Disabled Issues
*Health Care
Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation
Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

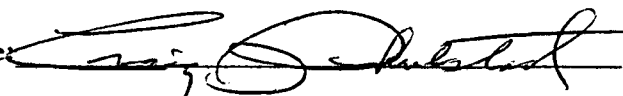
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H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

Dr. & Mrs. Kevin Jones (503) 230-9572

Mr. & Mrs. Kent Hammond (503) 649-5451

I. My signature affirms that all information is true to the best of my knowledge and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration, or subsequent to appointment to a board or commission, may result in dismissal.

Signature:  Date: 3/7/96

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

BOGSTAD Deborah L

From: ROJO Maria D
To: #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4
Cc: STEIN Beverly E; BOGSTAD Deborah L
Subject: Appointment to Regional Strategies
Date: Monday, April 08, 1996 2:16PM

Item C-1 on this week's agenda will have to be postponed indefinitely. Mr. Schulstad, because of the flood and amount of work he has to do on his farm, will be unable to participate. Another name will be submitted soon.

MEETING DATE: APR 11 1996

AGENDA #: C-2

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Housing Authority of Portland and the Sheriff's Office

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: April 11, 1996

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Corrections

CONTACT: Larry Aab TELEPHONE #: 251-2489
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: No one - Consent item

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUGGESTED AGENDA TITLE:

Ratification of Intergovernmental Agreement between Housing Authority of Portland (HAP) and the Sheriff's Office, Contract #800067, to provide a supervised inmate work crew to perform general labor such as ground maintenance, light carpentry, painting, etc.
RENEWAL. 4/12/96 ORIGINALS TO LARRY AAB

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

96 MAR 28 PM 3:25
CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
CONSENT

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # 800067

Prior-Approved Contract Boilerplate: Attached: Not Attached:

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>4/11/96</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
---	--	--

Department: SHERIFF'S OFFICE

Division: CORRECTIONS

Date: MARCH 22, 1996

Contract Originator: SGT. DAVE KEITH

Phone: 248-5060

Bldg/Room: 314/MCIJ

Administrative Contact: LARRY AAB

Phone: 251-2489

Bldg/Room: 313/231

Description of Contract:

PROVIDE A SUPERVISED INMATE WORK CREW TO PERFORM GENERAL LABOR SUCH AS GROUND MAINTENANCE, LIGHT CARPENTRY, PAINTING, ETC.

RFP/BID #: _____ Date of RFP/BID: _____

Exemption Expiration Date: _____

ORS/AR #: _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: <u>HOUSING AUTHORITY OF PORTLAND</u></p> <p>Mailing Address: <u>8910 N WOOLSEY AVE</u></p> <p><u>PORTLAND OR 97203</u></p> <p>Phone: <u>335-6806</u> Attn: <u>Chris Connell</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>JULY 1, 1996</u></p> <p>Termination Date: <u>JUNE 30, 1997</u></p> <p>Original Contract Amount: <u>\$ 55,000</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Remittance Address (if different): _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	---

REQUIRED SIGNATURES:

Department Manager: [Signature]

Date: _____

Purchasing Manager: [Signature]

Date: _____

County Counsel: [Signature]

Date: 3/28/96

County Chair: [Signature]

Date: April 11, 1996

Sheriff: [Signature]

Date: 3/30/96

Contract Administration: _____

Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB ORG	REPT CATEG	LGFS DESCRIPT	AMOUNT	IN CE EC
01	169	025	3961			2020					
02											
03											

If additional space is needed, attach separate page. Write contract number on top of page.

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and the Housing Authority of Portland ("HAP").

RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, pursuant to the provisions of ORS chapter 456, the Housing Authority of Portland is a public body corporate and politic, and is authorized to make and execute contracts necessary or convenient to the exercise of its powers; and

WHEREAS, HAP desires to contract with MCSO for services provided by inmate work crews; and

WHEREAS, MCSO is able and prepared to provide the services required by HAP under those terms and conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

INMATE WORK CREWS

1. MCSO agrees to provide, at HAP's request, a supervised inmate work crew to perform general labor, including but not limited to grounds maintenance, yard and nursery work, light carpentry, painting, and debris removal, at sites owned, operated or managed by HAP.

2. MCSO agrees that each inmate work crew provided under this agreement will be supervised by one or more corrections deputies trained and experienced in managing inmate work crews.
3. MCSO agrees that each inmate work crew provided under this agreement will be comprised of sentenced, local inmates eligible for outside public works and who pose a minimal threat to the public;
4. MCSO agrees that each work crew vehicle will be radio-equipped, self-contained, and furnished with hand and power tools appropriate for each job. The parties further agree that if the work crew does not have in its own inventory the tools or equipment required to perform the job requested by HAP, then MCSO may lease the equipment required and include the costs of such equipment rental in its bill to HAP.
5. HAP agrees to provide all materials, including but not limited to paint, nursery stock, lumber and similar building materials, required for the work performed or services provided under this agreement.

HAZARDOUS MATERIALS EXCEPTION

6. The parties agree that:
 - (a) Clean-up of dump sites containing known or suspected hazardous materials is beyond the scope, skill, training and experience of an inmate work crew;
 - (b) No inmate work crew provided under this agreement shall be required to clean-up any dump site where known or suspected hazardous materials are present; and
 - (c) In the event the inmate work crew discovers known or suspected hazardous materials at a dump site, the work crew supervisor shall immediately cease the clean-up activity until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

COMPENSATION

7. HAP agrees to pay to MCSO for services rendered under this agreement at the rate of \$191.00 per day. The parties agree that the total compensation paid under this agreement shall not exceed \$55,000.
8. MCSO agrees to bill HAP on the last working day of each calendar month. HAP agrees to pay MCSO within 30 days of receipt of MCSO's monthly invoice.

PERSONNEL MATTERS

9. The parties agree that the corrections deputies provided hereunder by MCSO (hereinafter, "ASSIGNED PERSONNEL") shall be and remain employees of the County. All assigned personnel shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.
10. The parties agree that HAP does not assume any liability for the direct payment of any wages, salaries or other compensation to assigned personnel performing services pursuant to the terms of this agreement or for any other liability not provided for in this agreement.
11. The County agrees to maintain workers' compensation insurance coverage for its assigned personnel, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
12. The parties agree that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding assigned personnel under this agreement shall be governed by the provisions of existing collective bargaining agreements between the assigned personnel's bargaining unit and their public employer.
13. The parties agree that all labor disputes arising out of this agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during this agreement, and the personnel rules of the County.

INDEMNIFICATION AND LIABILITY

14. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the COUNTY shall indemnify, defend and hold harmless HAP, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MCSO personnel acting pursuant to the terms of this agreement.
15. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, HAP shall indemnify, defend and hold harmless COUNTY and MCSO, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of HAP personnel acting pursuant to the terms of this agreement.

CONTRACT ADMINISTRATION

16. MCSO designates Sergeant David Keith, Work Crew Supervisor, to represent MCSO in all matters pertaining to administration of this agreement.
17. HAP designates Chris Connell, Maintenance Supervisor, to represent HAP in all matters pertaining to administration of this agreement.
18. Any notice or notices provided for by this agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Dan Noelle
Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

Chris Connell
Housing Authority of Portland
8910 N. Woolsey Ave.
Portland, OR 97203

CONTRACT MODIFICATION AND TERMINATION

19. This Agreement shall be effective July 1, 1996 and shall run through June 30, 1997.

20. The parties agree that in the event the parties to this agreement desire to renew this contract after the expiration thereof, they shall notify the other parties within 90 days prior to its expiration.
21. The parties agree that any party to this agreement may terminate said Agreement by giving the other party(s) not less than 90 days written notice.
22. The parties agree that this agreement may be modified or amended by mutual agreement of the parties. Any modification to this agreement shall be effective only when incorporated herein by written amendments and signed by both HAP and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly appointed officers on the date written below.

HAP

By: _____
Denny L. West, Exec. Director

Date: _____

MULTNOMAH COUNTY, OREGON

By: Beverly Stein
Beverly Stein, Chair

Date: April 11, 1996

By: Dan Noelle
Dan Noelle, Sheriff

Date: 3/26/96

REVIEWED:

Laurence Kressel, County
Counsel for Multnomah County,
Oregon

By: Jacqueline Weber
Jacqueline Weber

Date: 3/28/96

Meeting Date: APR 11 1996
Agenda No: R-2
Estimated Start time: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: SERVICE AWARDS - 1st QUARTER 1996

BOARD BRIEFING Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: April 11, 1996

Amount of Time Needed: 15 minutes

DEPARTMENT: DSS DIVISION: _____

CONTACT: Sherry Stamp TELEPHONE #: X2203

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith / Sherry Stamp

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Presentation of employee Service Awards for January through March. Thirty four employees have indicated they plan to attend the ceremony to receive awards.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: [Signature]

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
APR - 2 AM 8:49

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the board Clerk 248-3277/248-5222

Attendees / April 11, 1996

SERVICE AWARDS - 1996 - FIRST QUARTER (January, February, March)

ASD - Five Year

Gloria Belleau
C. Lynn Betteridge
D. Randall Morrison
Lyda Overton

CFS - Five Year

Alyce Dingler
Barbara Hershey
Jackie Johnson
Cathy Lilly
Jose Martinez
Brent Matthews
Mary Jo Thomas

DA - Five Years

Jill Alspach

DCC - Five Years

Sharon Baker
Matthew Mattila
Tracy Pugliano

DES - Five Years

Suzanne Bergeron
Patricia Read
Carol Zurawski

JJD - Five Years

Helen Ferrier

DSS - Five Years

Marsha Ehlers
Gary Hansen
Lucy Skibitzke

ASD - Ten Years

Rebecca Cornett

DA - Ten Years

Diana Chamberlain
Diana Loving-Black

CFS - Ten Years

Howard Klink

CFS - Fifteen Years

Gayle Kron

DA'S - Fifteen Year

Sharon Day
Sharon Henley

DES - Fifteen Year

Dwight Roofe

DSS - Fifteen Year

Kenneth Clinton

DCC - Twenty Year

Glenn Harding

DCC - Twenty-Five Year

William Jackson

DSS - Twenty-Five Year

Susan Daniell

Attendees / April 11, 1996

(Revised)

SERVICE AWARDS - 1996 - FIRST QUARTER (January, February, March)

ASD - Five Year

Gloria Belleau
C. Lynn Betteridge
D. Randall Morrison
Lyda Overton

CFS - Five Year

~~Alyce Dingler~~
Barbara Hershey
Jackie Johnson
Cathy Lilly
Jose Martinez
Brent Matthews
~~Mary Jo Thomas~~

DA - Five Years

Jill Alspach

DCC - Five Years

Sharon Baker
Matthew Mattila
Tracy Pugliano

DES - Five Years

Suzanne Bergeron
Patricia Read
Carol Zurawski

DSS - Five Years

Marsha Ehlers

JJD - Five Years

Helen Ferrier

Non - Five Years

Suzanne Flynn
Gary Hansen
Lucy Skibitzke

ASD - Ten Years

Rebecca Cornett

DA - Ten Years

Diana Chamberlain
Diana Loving-Black

CFS - Ten Years

Howard Klink

DES - Ten years

Kip Courser

CFS - Fifteen Years

Gayle Kron

DA'S - Fifteen Year

Sharon Day
Sharon Henley

DCC - 15 YEAR
HORACE HOWARD

DES - Fifteen Year

Dwight Roofe

DSS - Fifteen Year

Kenneth Clinton

DCC - Twenty Year

Glenn Harding

DCC - Twenty-Five Year

William Jackson

DSS - Twenty-Five Year

Susan Daniell

MEETING DATE: APR 04 1996

AGENDA #:

ESTIMATED START TIME: 9:50

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORMSUBJECT: ORDINANCE Amending Chapter 5.40

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: April 4, 1996AMOUNT OF TIME NEEDED: 5 - 10 MinutesDEPARTMENT: Support ServicesDIVISION: FinanceCONTACT: Harry MortonTELEPHONE #: x3290BLDG/ROOM #: 106/1430PERSON(S) MAKING PRESENTATION: Harry Morton**ACTION REQUESTED:**☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER**SUGGESTED AGENDA TITLE:**

First Reading of an ORDINANCE Amending MCC Chapter 5.40 (Car Rental Tax) in Order to Clarify the Responsibilities of Commercial Enterprises for Collecting and Remitting this Tax, and to Strengthen and Clarify the County's Ability to Administer it.

4/12/96 copies to Harry Morton & Ordinance Distribution List

SIGNATURES REQUIRED:

ELECTED

OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: _____

David Royer by *[Signature]*

BOARD OF
COUNTY COMMISSIONERS
96 MAR 29 AM 11:30
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

ORDINANCE FACT SHEET

Ordinance Title:

An ordinance amending MCC Chapter 5.40 (Car Rental Tax) covering the tax placed upon motor vehicles rented within Multnomah County.

Give a brief statement of the purpose of the ordinance including rationale for adoption, a description of persons benefited, and alternatives explored:

In order to clarify the responsibilities of commercial enterprises for collecting and remitting this tax, and to strengthen and clarify the county's ability to administer it, the ordinance requires modification. Both the tax payers and the county tax administration function will be better served by a clearer and simpler text, per recommendations made by the County Auditor.

What other local jurisdictions have enacted similar legislation?

Not applicable.


What has been the experience in other areas with this type of legislation?

Not applicable.

What is the fiscal impact, if any?

No significant impact.

SIGNATURES

Person Filling Out Form 

Planning & Budget (If fiscal impact) _____

Department Manager/Elected Official 

1 **BEFORE THE BOARD OF COUNTY COMMISSIONERS**

2 **FOR MULTNOMAH COUNTY, OREGON**

3 **ORDINANCE NO. 849**

4
5 An ordinance amending MCC Chapter 5.40 in order to clarify the responsibilities of commercial
6 enterprises for collecting and remitting this tax, and to strengthen and clarify the county's ability to
7 administer it.

8 Multnomah County Ordains as Follows:

9 Section 1. Finding

10 In a June, 1995 audit report covering the administration of the Multnomah County Code Chapter
11 5.40, currently titled the Car Rental Tax, the County Auditor made several suggestions concerning ways
12 the tax could be better implemented, including amending the Chapter. This ordinance amends MCC 5.40
13 to incorporate the auditor's recommendations.

14 Section 2. Amendment

15 The title to MCC 5.40. is amended as follows:

16 **Chapter 5.40. ~~[Car Rental Tax]~~ Motor Vehicle Rental Tax**

17 Section 3. Amendment

18 MCC 5.40.010, subsectionc (B), (D), and (G) are amended as follows:

19 **5.40.010. Definitions.**

20 As used in this chapter, unless the context requires otherwise:

21 (B) *Director* means the finance director~~[department of general services.]~~ of Multnomah County,
22 Oregon.

23 (D) *Motor vehicle* means, without limitation, automobiles, trucks having a manufacturer's gross
24 vehicle weight not exceeding 24,000 pounds, motor homes, motorcycles, pickup campers and any

1 motorized passenger vehicles designed to carry fewer [less] than ten persons, which are capable of being
2 used on the highways of Oregon.

3 (G) *Rental fee* means the gross fee and charges, whatever the basis of [its] their calculation, paid
4 to a commercial establishment by any person for the rental of a motor vehicle.

5 Section 4. Amendment

6 MCC 5.40.050, subsection (B) is amended as follows:

7 **5.40.050. Imposition of tax.**

8 (B) The rate of the tax imposed by subsection (A) of this section shall be equal to ten percent of
9 the [gross] rental fee charged by the commercial establishment for the rental.

10 Section 5. Amendment

11 MCC 5.40.075, subsections (B), (C), and (D) are amended as follows:

12 **5.40.075. Collection of tax; remittance records; tax as debt.**

13 (B) On or before the [30th] last business day of January, April, July, and October of each year,
14 each commercial establishment shall remit to the director all taxes collected during the preceding calendar
15 quarter. The remittance shall be accompanied by a report showing:

16 (1) The amount of the [gross] rental fees collected by the commercial establishment during
17 the preceding quarter;

18 (C) All commercial establishments shall maintain accurate records of rental fees assessed and of
19 taxes collected, and [the] such records shall be subject to review, inspection and audit within Multnomah
20 County by the director or the director's designee at all reasonable times.

21 (D) In the case of motor vehicle rentals which originate in Multnomah County but for which the
22 rental fee is collected at some other location, the commercial establishment which provided the vehicle
23 in the county shall be responsible for remittance of the tax, based on the total rental fee, wherever
24 collected [] , as well as maintenance of the appropriate records of said fees.

1 Section 6. Amendment

2 MCC 5.40.080, subsection (B) is amended as follows:

3 **5.40.080. Tax evasion or deficiency determination.**

4 (B) In making a determination, the director may offset overpayments, if any, which may have been
5 previously made for a period or periods, against any underpayment for a subsequent period or periods,
6 or against penalties and interest on the underpayments. Interest on underpayments shall accrue at the rate
7 of one percent per month pro rata from the date the tax ~~[was to have been remitted to the director]~~
8 became delinquent until the date paid.

9 Section 7. Amendment

10 MCC 5.40.150 is amended as follows:

11 **5.40.150. License required.**

12 Effective January 1, 1997, every commercial establishment shall be required to obtain from
13 the director ~~[an annual]~~ a one-time only, non-transferable, non-renewable license for its operation in
14 Multnomah County. ~~[Licenses shall expire and be renewable on January 1 of each year and no~~
15 ~~commercial establishment may be operated in the county without a currently valid license. Only one~~
16 ~~license is required for a commercial establishment regardless of the number of rental locations. The~~
17 ~~director shall collect a fee of \$15.00 for each license or renewed license issued.]~~ A license shall be
18 required for each site within Multnomah County. The director shall collect a fee of \$50.00 for each
19 license issued.

20

21

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1 Section 8. Adoption

2 ADOPTED this 11th day of April, 1996, being the date of its second reading

3 before the Board of County Commissioners of Multnomah County, Oregon.



9

10

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Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

By
for Laurence Kressel, County Counsel
for Multnomah County, Oregon

Meeting Date: April 11, 1996

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Proclamation

AGENDA REVIEW/

BOARD BRIEFING

(date)

REGULAR MEETING April 11, 1996

(date)

DEPARTMENT District Attorney

DIVISION Victims Assistance Program

CONTACT Helen T. Smith

TELEPHONE 248-3154

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐

INFORMATIONAL ONLY

☐

POLICY DIRECTION

☒

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 2 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

4/11/96 ORIGINAL to Michael Schenk
4/12/96 copy to Helen Smith

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Michael Schenk

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
96 MAR 20 PM 3:10
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming the)	
Week of April 21 - 27, 1996 as)	Proclamation
OREGON CRIME VICTIMS RIGHTS WEEK in)	96-62
Multnomah County)	

WHEREAS, thousands of citizens of Multnomah County experience the trauma, pain, humiliation and personal and financial losses of being a victim of crime; and

WHEREAS, crime victims and witnesses are too often overlooked by our system of justice in its efforts to apprehend, prosecute, and fairly sanction criminal offenders; and

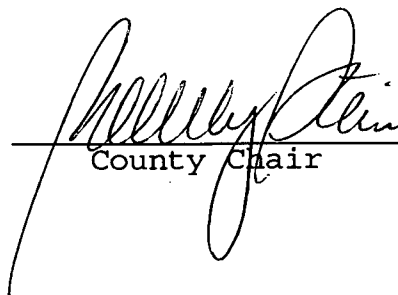
WHEREAS, the needs and rights of crime victims deserve more public attention, understanding and compassion; and

WHEREAS, citizens can play a major role in helping victims by reporting crimes and by showing greater willingness to testify in the prosecution of criminals;

NOW, THEREFORE, be it resolved that the Multnomah County Board of Commissioners do hereby proclaim the week of April 21 - 27 1996, to be OREGON CRIME VICTIMS RIGHTS WEEK in Multnomah County.

DATED this 11th day of April, 1996.




County Chair

MEETING DATE: APR 11 1996

AGENDA #: R-5

ESTIMATED START TIME: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA BETWEEN CITY OF PORTLAND - POLICE BUREAU AND THE SHERIFF'S OFFICE

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: APRIL 11, 1996

AMOUNT OF TIME NEEDED: 10 MINUTES

DEPARTMENT: SHERIFF'S OFFICE DIVISION: ENFORCEMENT

CONTACT: LARRY AAB TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: SGT. DAVE HADLEY, LARRY AAB

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUGGESTED AGENDA TITLE:

RATIFICATION OF INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PORTLAND - POLICE BUREAU AND THE SHERIFF'S OFFICE, CONTRACT #800756, TO PROVIDE CERTAIN LAW ENFORCEMENT SERVICES INVOLVING DUI.

4/12/96 ORIGINALS TO LARRY AAB

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: Medi R. Triff

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

REGULAR

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
APR - 2 AM 8:20

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SHERIFF DAN NOELLE

TODAY'S DATE: March 26, 1996

REQUESTED PLACEMENT DATE: April 11, 1996

**RE: IGA BETWEEN THE CITY OF PORTLAND POLICE BUREAU AND THE
SHERIFF'S OFFICE**

- I. Recommendation/Action Requested: Request approval.**
- II. Background/Analysis: ODOT is granting \$97,000 to MCSO for DUII enforcement. MCSO will receive \$27,000, with the balance being placed in pass through for grant participants.**
- III. Financial Impact: MCSO will have \$97,000 added to its budget, through grant revenue, for MCSO and other grant participants.**
- IV. Legal Issues: N/A**
- V. Controversial Issues: N/A**
- VI. Link to Current County Policies: N/A**
- VII. Citizen Participation: N/A**
- VIII. Other Government Participation: The grant will be divided among the Oregon State Police, Multnomah County, and the cities of Portland, Gresham, Troutdale, and Fairview.**

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # 800756

Prior-Approved Contract Boilerplate: Attached: Not Attached:

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-5</u> DATE <u>4/11/96</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
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Department: SHERIFF'S OFFICE Division: ENFORCEMENT

Date: MARCH 22, 1996

Contract Originator: SGT. DAVE HADLEY Phone: _____

Bldg/Room: 313/

Administrative Contact: LARRY AAB Phone: 251-2489

Bldg/Room: 313/231

Description of Contract:

PROVIDE CERTAIN LAW ENFORCEMENT SERVICES INVOLVING DUII.

RFP/BID #: _____ Date of RFP/BID: _____

Exemption Expiration Date: _____

ORS/AR #: _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: <u>CITY OF PORTLAND - Portland Police Bureau</u></p> <p>Mailing Address: <u>1111 SW 2ND AVE ROOM 1202</u></p> <p><u>PORTLAND OR 97204</u></p> <p>Phone: _____</p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>UPON EXECUTION</u></p> <p>Termination Date: <u>SEPTEMBER 30, 1996</u></p> <p>Original Contract Amount: <u>\$ 27,500</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Remittance Address (if different): _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	---

REQUIRED SIGNATURES:

Department Manager: *Merlin R. Trull*

Date: 3-26-96

Purchasing Manager: _____

Date: _____

(Class II Contracts Only)

County Counsel: *[Signature]*

Date: 4/1/96

County Chair: *[Signature]*

Date: April 11, 1996

Sheriff: *[Signature]*

Date: 3/26/96

Contract Administration: _____

Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$				
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB ORG	REPT CATEG	LGFS DESCRIPT	AMOUNT	IN CE EC	
01	<u>156</u>	<u>025</u>	<u>3312</u>			<u>6060</u>						
02												
03												

If additional space is needed, attach separate page. Write contract number on top of page.

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

ORIGINAL

Contract #: 800756

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and the Portland Police Bureau ("PPB"), jointly with and on behalf of the City of Portland ("CITY"). As used in this Agreement, MCSO, COUNTY, PPB and CITY will be referred to collectively as the "parties".

RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, the Portland Police Bureau is a Municipal agency authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the parties desire to provide certain law enforcement services involving driving under the influence of intoxicants.

IN CONSIDERATION of those mutual promises and terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

STATEMENT OF WORK:

1. PPB agrees to provide the services and accomplish the work described in the Enhanced DUII Enforcement/Education Project, Project No. J7-96-12-28, hereafter referred to as "Grant," and by this reference is made a part of this agreement. PPB further agrees that services provided in accordance with the Grant shall be accomplished by the dates set forth in the grant, unless the MCSO gives PPB prior approval for an extension of time.

REPORTING REQUIREMENTS

2. PPB agrees to prepare and submit to the MCSO quarterly progress reports. Each quarterly progress report shall:
 - a) identify project status regarding events and activities identified in the Grant,
 - b) summarize work performed, including a summary of accomplishments and problems encountered during the reporting period; and
 - c) a plan for the following quarter.
3. PPB agrees to submit the quarterly progress report by the 10th of the month following the end of the reporting period.
4. PPB agrees to prepare and submit to the MCSO a final report not later than September 30, 1996. The final report shall include the following:
 - a) A summary of PPB activities during the entire period of this agreement. Such summary shall include accomplishments and problems encountered.
5. PPB agrees to submit the quarterly reports and the final report to:

Sergeant Dave Hadley
Multnomah County Sheriff's Office
12240 NE Glisan Street
Portland, OR 97230

6. The parties agree that final payment under this agreement is conditioned upon PPB submitting to the MCSO the final report described in section 4 of this agreement.

CONSIDERATION

7. For services rendered under this agreement, the MCSO agrees to pay to PPB for all hours worked by PPB members under this agreement at the overtime rate as provided by the labor agreement between City of Portland and the Portland Police Association.

8. The parties agree that the total consideration paid by MCSO to PPB under this agreement shall not exceed \$27,500.
9. PPB agrees to maintain all financial records relating to PPB's participation in this agreement, including but not limited to all payroll records.
10. The parties agree that travel expenses incurred by PPB under this agreement shall not be reimbursed by the MCSO.
11. PPB agrees that it will not be directly compensated for work performed under this agreement by the Multnomah County or any of its departments, except as provided for by this agreement.
12. The MCSO certifies to the CITY and PPB that as of the effective date of this agreement the MCSO has sufficient funds available and authorized to finance costs incurred under this agreement, subject to appropriation limitations by the Oregon Department of Transportation.

PERSONNEL MATTERS

13. The parties agree that any and all PPB personnel provided hereunder by PPB shall be and remain employees of the CITY. Such PPB personnel shall be supervised by PPB and shall perform their duties in accordance with the administrative and operational procedures of PPB.
14. The parties agree that all matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding PPB personnel performing services under this agreement shall be governed by the labor agreement between the City of Portland and the Portland Police Association and other applicable Bureau/City rules.
15. The parties agree that the COUNTY does not assume any liability for the direct payment of any wages, salaries or other compensation to PPB personnel performing services pursuant to the terms of this agreement or for any other liability not provided for in this agreement. The CITY further agrees to withhold and make any required contributions to PPB employees' retirement system.

16. The CITY agrees to maintain Workers' Compensation or City Self insurance coverage for PPB personnel, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
17. PPB hereby certifies that its employees are not currently employed by the Federal Government.

CONTRACT MODIFICATION AND TERMINATION

18. This agreement shall be effective upon execution and shall terminate on September 30, 1996. The parties further agree that this agreement may continue in effect from month to month, after the expiration of the term of this agreement, pending grant renewal approval unless terminated under section 19, 20, and 21.
19. The parties agree that this agreement may be terminated by any party upon 30 days written notice to the other parties, delivered by certified mail or in person.
20. Notwithstanding the provisions of section 18 of this agreement, the MCSO may terminate this agreement upon delivery of written notice to PPB under any of the following circumstances:
 - a) If the MCSO does not obtain from the state or other sources funding at a level sufficient to perform the services required under this agreement.
 - b) If the services provided under this agreement may no longer be provided due to changes in the law, or state regulations or guidelines.
21. Any party to this agreement, by written notice of default, may terminate this agreement if another party fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.
22. Termination under any provision of this agreement shall not affect any right, obligation or liability of any party which accrued prior to termination.
23. The parties agree that this agreement may be modified or amended by mutual agreement of the parties. Any modification to this agreement shall be effective only when incorporated herein by written amendments and

signed by both the PPB and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

OTHER PROVISIONS

24. The parties agree to comply with all federal, state and local laws and ordinances applicable to the work to be done under this agreement.
25. PPB agrees to provide the MCSO and COUNTY with access to the books, documents, papers and records of PPB which relate directly to the performance of work under this agreement for the purpose of making audit, examination, excerpts or transcripts. PPB agrees to retain all records related to work performed under this agreement for a period of not less than three years following the termination of this agreement.
26. The CITY and PPB agree not to assign or transfer their interests in this agreement without the written consent of the MCSO.

INDEMNIFICATION AND LIABILITY

27. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, PPB and the CITY shall indemnify, defend and hold harmless MCSO, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of PPB personnel acting pursuant to the terms of this agreement.
28. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO shall indemnify, defend and hold harmless CITY and PPB, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MCSO personnel acting pursuant to the terms of this agreement.

CONTRACT ADMINISTRATION

29. PPB designates Sergeant M.F. Roberts to represent PPB in all matters pertaining to administration of this agreement.
30. The MCSO and COUNTY designate Sergeant Dave Hadley to represent the MCSO and COUNTY in all matters pertaining to administration of this agreement.

31. Any notice or notices provided for by this agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Dan Noelle
Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230


M.F. Roberts
Sergeant, Traffic Division
Portland Police Bureau
210 NW 1st Avenue
Portland, OR 97209

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date written below.

CITY OF PORTLAND

MULTNOMAH COUNTY
SHERIFF'S OFFICE

By: _____
Vera Katz, Mayor

By: X 
Dan Noelle, Sheriff

Date: _____

Date: 3/26/96


APPROVED AS TO FORM:

REVIEWED:

By: _____

Laurence Kressel, County
Counsel for Multnomah County,
Oregon

Date: _____

By: 
Jacqueline Weber, Assistant Counsel
Date: 4/1/96

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 4/11/96
DEB BOGSTAD
BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE

4/11/96

NAME

STEVE FREEDMAN

ADDRESS

MHRC 1120 SW 5TH Rm 516

STREET

PORTLAND

CITY

97204

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO

R-6

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: APR 11 1996

AGENDA #: R-6

ESTIMATED START TIME: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ordinance

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: April 11, 1996

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Nondepartmental

DIVISION: Metropolitan Human Rights Commission

CONTACT: Helen Cheek *Stave*

TELEPHONE #: 823-5136

BLDG/ROOM #: 106/516

PERSON(S) MAKING PRESENTATION: Helen Cheek, Executive Director, Metropolitan Human Rights Commission

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

An ORDINANCE making procedural changes in the Bylaws of the Metropolitan Human Rights Commission

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steen

(OR)

DEPARTMENT

MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 MAR 22 AM 8:33

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Helen Cheek, Director of the Metropolitan Human Rights Commission

TODAY'S DATE: March 15, 1996

REQUESTED PLACEMENT DATE:

RE: Ordinance to change Metropolitan Human Rights Commission (MHRC) bylaws

I. Recommendation\Action Requested:

Approval to change MHRC bylaws

II. Background\Analysis

II. The current bylaws call for members who have missed three consecutive meetings to be dropped from the commission. In the past year two members have missed six meetings each and can still remain on the commission because the meetings were not three in a row. By changing the criteria, the seats of members who cannot or do not attend the meetings will be vacated sooner.

III. Financial Impact:

N/A

IV. Revised bylaws have been reviewed and approved by Laurence Kressel, County Counsel.

V. None

VI. N/A

VII. The bylaws were discussed extensively and approved at an MHRC meeting.

VIII. The bylaw changes were approved by Commissioner Gretchen Kafoury and City Attorney Madelyn Wessel. The changes will be presented to Portland City Council in March or early April, 1996

RECEIVED

MAR 18 1996

**BEVERLY STEIN
CLATSOP COUNTY CHAIR**

**Amends bylaws of Metropolitan Human Rights Commission.
(Ordinance)**

The City of Portland ordains:

Section 1. The Council finds:

- 1. The City of Portland and Multnomah County created a new "Metropolitan Human Rights Commission" ("MHRC") by intergovernmental agreement in April, 1992;**
- 2. Bylaws were adopted in 1992 establishing operational procedures and an administrative structure for the new MHRC, which Bylaws may only be changed through a vote of the Portland City Council and the Multnomah County Board of County Commissioners;**
- 3. Amendments to those Bylaws were proposed and adopted by the Portland City Council and the Multnomah Board of county Commissioners in 1993 and 1994 which altered quorum requirements, frequency of meetings, title of certain officers, appointment of commissioners, committee memberships, and other non-substantive matters; and**
- 4. The MHRC has found that some additional procedural changes to its Bylaws are desirable relating to the frequency of absences permitted before a vacancy is declared and minor non-substantive matters; and**
- 5. Amendments detailing the proposed changes are attached hereto as Exhibit A and are being simultaneously reviewed and approved by Multnomah County.**

NOW, THEREFORE, The Council directs:

- a. The Bylaws changes proposed by the MHRC and attached hereto as Exhibit A are approved and adopted.**

ORDINANCE FACT SHEET

Ordinance Title: Metropolitan Human Rights Commission (MHRC) bylaw change

This ordinance will change MHRC bylaws by changing the criteria for absences as reason for vacating a position. In the present bylaws, three consecutive absences are necessary in order to declare a seat vacant. This ordinance would change the criteria to three absences in a twelve month period. Under the present criteria a commissioner may miss six meetings a year and still be a member of the commission. Other changes will make the language more consistent throughout the document.

This will allow the seats of members who do not attend regularly to be vacated in a more timely way.

There will be no fiscal impact.

SIGNATURES

Person Filling Out Form _____

Department Manager\Elected Official _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance making procedural changes in the Bylaws of the Metropolitan Human Rights Commission.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section 1. Purpose

(A) Ordinance No. 720, passed by the Multnomah County Board of Commissioners on April 30, 1992, created the Metropolitan Human Rights Commission (MHRC) through an intergovernmental agreement between Multnomah County and the City of Portland.

(B) The MHRC Bylaws, adopted as part of the ordinance, established the operational procedures and administrative structure for the organization.

(C) Ordinance No. 771 passed by the Multnomah County Board of Commissioners on July 8, 1993, amended the MHRC Bylaws to change the quorum requirement, the frequency of meetings and to require a simple majority of Executive Committee members as a quorum for conduct of Executive Committee business.

(D) Ordinance No. 824, adopted July 27, 1995, made additional amendments to the MHRC Bylaws. The amendments changed the titles of certain MHRC officers, specified when new commissioners were appointed, reduced membership on the Executive Committee and modified certain aspects of Executive Committee authority.

(E) MHRC has found that additional procedural amendments to

03/21/96:1

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

the bylaws are necessary to make it easier to replace members who are consistently unable to attend meetings.

(F) Attachment A sets forth the MHRC Bylaws in their entirety, showing the amendments now proposed by MHRC.

Section 2. Adoption of Bylaws Amendments

The MHRC Bylaws amendments as shown on Attachment A to this ordinance, are adopted.

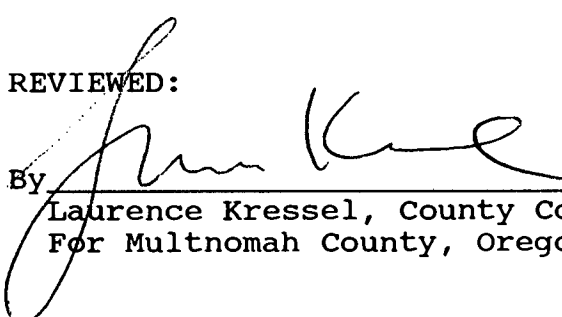
ADOPTED this ____ day of _____, 1996, being the date of its _____ reading before the Board of County Commissioners of Multnomah County, Oregon.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

(SEAL)

Beverly Stein, Chair

REVIEWED:

By 

Laurence Kressel, County Counsel
For Multnomah County, Oregon

F:\DATA\COUNSEL\WPDATA\NINE\017LK.ORD\mw

03/21/96:1

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

ARTICLE I
METROPOLITAN HUMAN RIGHTS COMMISSION
("MHRC", "COMMISSION")

SECTION 1. MISSION & PURPOSE

The Metropolitan Human Rights Commission believes in the dignity and worth of all human beings. MHRC's mission is to foster mutual understanding and respect, and to protect the human rights of all persons in the City of Portland and Multnomah County regardless of socio-economic status, religion, ethnicity, race, national origin, disability, age, gender, and sexual orientation.

The Metropolitan Human Rights Commission is organized to help citizens and government in the City of Portland and Multnomah County to achieve the goal of embracing and celebrating diversity, eliminating bigotry, and enhancing a sense of community.

SECTION 2. MEMBERSHIP, APPOINTMENT, TERM OF OFFICE, VACANCIES

A. **Membership.** The Metropolitan Human Rights Commission of 15 members shall be constituted of three (3) Officers: Chairperson ("Chair"), Program Vice Chairperson and Administration Vice-Chairperson ; and twelve (12) Commissioners.

(1) Nine (9) members shall be appointed by the Mayor of the City of Portland and six (6) members shall be appointed by the Chair of the Multnomah County Commission. The Chairperson of the Commission shall be appointed jointly by the Mayor and the County Chairperson.

- (a) Elected public officials and employees of the City of Portland ("the City") and Multnomah County ("the County") may not serve on the Commission.
- (b) No Commission member may receive funds directly, or be an employee of an agency that receives funds, from the Commission.

- (c) The Portland City Council and Multnomah County Commissioners shall ratify through ordinance the respective appointments of the Mayor and County Chairperson.

(2) Members shall serve at the pleasure of the appointing authority. Members shall be expected to conduct themselves throughout their term of office in a manner consistent with the goals and purposes of the Commission and shall perform the duties and responsibilities as set forth in these Bylaws.

(3) The Mayor and County Chairperson may appoint such ex officio members as they deem advantageous to accomplishing the mission of the Commission, said ex officio members to be without vote on the Commission.

- B. Terms of office for all members shall be for three (3) years except for initial appointments to the Commission. Members may serve no more than two consecutive three-year terms. Terms of Office shall be staggered to provide continuity of membership on the Commission. Initial appointments and terms of office shall be specified in "Appendix 1" attached hereto. Appointments of commissioners shall occur in the fall, no later than Nov. 1 coincident with the Annual Meeting.

- C. Vacancy in office

- (1) A vacancy on the Commission shall exist:

- (a) upon expiration of a completed term of office;
 - (b) upon formal written resignation of a Commission member;
 - (c) upon removal of a member from office;
 - (d) because of violation of the prohibition in Section 2, A (1)(b) regarding receipt of funds;
 - (e) when a member files as a candidate for any public office or accepts compensated employment within the City or County government.
 - (f) if the vacancy is the result of a completed term of office, the appointing authority shall name an individual to serve for a full term of office. In the case of resignation or removal from office the appointment shall be for the remaining unexpired term. If the time remaining in the term of office created by the vacancy is five (5) months or

less, the appointment to fill the vacancy may be for the remaining unexpired term plus three years.

- (2) A Commissioner may be presumed to have vacated his or her position as Commissioner and the appointing authority may fill the vacancy for one or more of the following reasons:
 - (a) A Commission member has missed three (3) consecutive regularly scheduled meetings of the full Commission in a twelve month period; however, the Chair may excuse the absence of a member for good cause.
 - (b) A Commission member has misused or misappropriated funds of the Commission.
 - (c) A Commission member has failed to perform the duties of office as specified in these Bylaws.
- (3) The Commission may recommend to the Mayor and County Chair the names of prospective Commission members from among the membership of the Issue Committees and the community. The Chair and Executive Director (see Article III, infra.) shall from time to time advise the Mayor and County Chair with respect to the needs for talent, expertise, and diversity on the Commission.

SECTION 3. OFFICERS

- A. General. The officers of the Commission shall consist of a chairperson, a Program Vice-Chairperson and an Administration Vice-Chairperson. All officers shall serve one year terms effective immediately following the Annual Meeting elections. The chairperson may be reappointed to one consecutive term. The Program Vice-Chairperson and administration Vice-Chairperson shall be elected by the Commission from among its members at the Annual Meeting of the Commission. All officers shall serve until their successors are elected or, in the case of the chairperson, appointed. In addition to the duties set forth below, each officer shall also perform such other duties as may be prescribed by the Commission.
- B. Chairperson. The Chairperson shall preside at all meetings of the Commission and the Executive Committee, shall be ex officio member

of all committees, and shall perform such other duties as are usually incident to such office.

- (1) The Chairperson shall assist the Mayor and County Chair in the selection and annual performance evaluation of an Executive Director for the Commission.
- (2) The Chairperson shall maintain regular communication with the Mayor and County Chair and shall be the principal spokesperson for the MHRC.

C. Program Vice-Chairperson. The Program Vice-Chairperson, in the absence of the Chairperson, shall perform the duties of the Chairperson. The Program Vice-Chairperson shall have general oversight responsibilities for the Task Forces created under Article II, Section 2 of these bylaws.

D. Administration Vice Chairperson. The Administration Vice Chairperson is responsible, with staff assistance, for planning the annual retreat and assisting the Chairperson with assigned duties.

SECTION 4. RESPONSIBILITIES OF THE COMMISSION

The Metropolitan Human Rights Commission shall:

- A. Develop and implement policies and positions of the MHRC consistent with its mission and purpose;
- B. Establish and maintain dialogue with the broad range of community and cultural groups operating in the City and the County;
- C. Conduct public meetings, hearings, and special events as required to determine the issues, problems, and needs facing Portland and Multnomah County residents in the areas of human rights and cultural diversity;
- D. Based upon a foundation of public dialogue, establish annual goals for the Commission and approve and direct the annual work plans and activities of the Task Forces;
- E. Issue and present to the Portland City Council, Multnomah County Commission and the citizens an Annual Report and a six-month progress report of the activities and accomplishments of the Commission;
- F. Approve the Commission's annual budget and work program and submit both to the Portland City Council and Multnomah County Commission by January 31 of each year;

- G. Recommend to the City and the County programs, policies and actions which would further the goals of human rights, diversity and cultural harmony in the community;
- H. The Commission may delegate any non policy-making authority to Commission committees and staff as required to accomplish the mission and goals of the MHRC.

SECTION 5. MEETINGS OF THE COMMISSION

- A. The Commission shall meet monthly, which includes an Annual Meeting in the Fall. Special meetings may be held as necessary.
 - (1) Nine (9) members shall constitute a quorum; a simple majority of those members present shall constitute a voting majority for purposes of conducting business at any meetings of the Commission.
 - (2) Special meetings of the Commission may be called by agreement of the Executive Committee, ~~provided, however, that a regular Commission meeting is not scheduled within 30 days of the requested special meeting date.~~
 - (3) Emergency meetings of the Commission may be called under procedures authorized in a special Crisis Response Plan approved annually by the Commission.
 - (4) The fiscal year of the Commission shall be July 1 to June 30.
- B. The Commission shall conduct business according to Roberts Rules of Order, Rev. unless otherwise expressly noted in the bylaws and shall conduct meetings and maintain records in compliance with Oregon laws governing public meetings and public records.

SECTION 6. EXPENDITURE OF FUNDS

Neither the Commission nor its individual members shall have authority to expend or encumber funds budgeted to the Commission. All disbursements of funds shall be made by the Executive Director with the oversight of the Mayor or the Mayor's designee and according to established budget and accounting policies and practices of the fiscal agent, which shall be the City of Portland. However, the Commission or its Executive Committee may request of the Executive Director that funds be expended or encumbered to accomplish the work program of the Commission as approved in the annual budget.

ARTICLE II. COMMITTEES

SECTION 1. EXECUTIVE COMMITTEE

- A. The purpose of the Executive Committee shall be to conduct the business of the MHRC between regularly scheduled meetings of the full Commission, as expressly authorized by the Commission.
- B. Members of the Executive Committee shall be five (5): the MHRC Chair, Program Vice-Chair, Administration Vice-Chair, plus two (2) MHRC Commissioners-at-large. The Commission shall ~~at its Annual Meeting~~ elect from among its members, ~~in the fall no later than Nov. 1~~ coinciding with the Annual Meeting, the two at-large members of the Executive Committee.
- C. Responsibilities:
The Executive Committee shall:
- (1) Meet as needed. Meetings may be called by the Chair or any three members of the Committee;
 - (2) Monitor the work program and timetable of the Task Forces;
 - (3) Receive, approve, and monitor an annual plan for staffing MHRC committees and activities and assisting the Commission in accomplishing its mission, goals and activities;
 - (4) As authorized by the full Commission, make decisions or act on behalf of the Commission;
 - (5) Administer a "crisis response plan" approved by the Commission.
 - (6) Review new issues, information or community requests and forward to the Commission for action.
- D. Operations and Limitations:
- (1) Authorization to act on behalf of the Commission must be obtained through a motion duly seconded and passed by a majority of the full Commission at a regularly scheduled or special Commission meeting, or through the approved crisis response plan.
 - (2) A simple majority of current sitting members shall constitute a quorum. A majority of those present must agree before any action is taken.
 - (3) Minutes of Executive Committee meeting shall be kept and reported in writing to the full Commission within ten (10) days of each Executive Committee meeting.
 - (4) A regular monthly meeting time and place shall be set by the

MHRC Chairperson; changes from this schedule may be made with 7 days written advance notice.

- (5) The Executive Committee may not take positions, other than through the crisis response plan, or issue statements or reports except as authorized by the Commission, nor may it change any policy or directive of the Commission.

SECTION 2. S TASK FORCES

- A. Task Forces are created as needed.
- B. Responsibilities of Task Forces shall be:
 - (1) To assist the Commission to seek out community views and encourage community dialogue to identify the issues, problems and needs in their respective issue area;
 - (2) To develop and submit to the full Commission a work plan to accomplish goals and conduct activities that respond to identified needs;
 - (3) To assist the Commission in bringing groups and individuals together to build coalitions and facilitate collaborations on human rights issues;
 - (4) To assist the Commission to develop leadership in the community in the areas of cultural understanding and human rights advocacy;
 - (5) To produce and submit to the Commission a report of their activities.
- C. Members of the Task Forces need to support the mission statement of the Commission. Membership of each Task Force should reflect the diversity of the community and the interests of groups affected by the issue addressed by that Task Force; and include age, gender, and geographic balance. Task Force members shall include at least one commissioner as liaison to the Commission.

ARTICLE III. STAFF

SECTION 1. EXECUTIVE DIRECTOR

- A. Employment. An Executive Director of the Commission shall be hired as an employee of the City of Portland.
 - (1) The Mayor, in consultation with the Chair of Multnomah County Commission and Chairperson of the MHRC, shall determine the qualifications, develop the job description, and appoint an

Executive Director for the Commission in accordance with City of Portland personnel policies and procedures.

- (2) Authority to discipline or terminate employment of the Executive Director rests with the Mayor.

B. Performance and Evaluation The Mayor, County Chair and MHRC Chair shall annually evaluate the performance of the Executive Director.

- (1) The performance of the director shall be evaluated based on execution of a staffing plan submitted by the Director and approved by the Executive Committee.
- (2) MHRC members who object to the performance of the Executive Director shall address their concerns to the MHRC Chair, who shall promptly make those objections known to the Director. Such objections may be raised by the MHRC Chair during the performance evaluation, or at any time with the Mayor if, in the judgement of the Chair, a substantial problem exists in the Director's performance of his or her duties and responsibilities.

C. Duties and Responsibilities.

- (1) The Director shall be the chief executive officer of the Commission and shall have supervisory authority over the staff and offices assigned to the Commission by the budgeting authorities. The Director shall execute the programs and policies of the Commission according to a staffing plan submitted in writing annually to and approved by the Executive Committee.
- (2) The duties and responsibilities of the Executive Director shall be specified in the job description for the position and shall be reviewed and revised as deemed necessary by the Mayor in consultation with MHRC Chair and the Chairperson of the Multnomah County Commission.

SECTION 2. OTHER STAFF

- A. The Commission shall have other clerical and professional staff as authorized in the budget approved by the City and County. Staff shall be employees of the City of Portland. Neither the Commission nor its individual members shall direct the activities of the staff; however, staff shall perform their duties in accordance with a staffing plan developed by the Executive Director and approved by the Executive Committee.

- B. The Executive Director shall prepare job descriptions and establish personnel policies and grievance procedures in accordance with accepted practices of the City of Portland Bureau of Personnel Services.

ARTICLE IV. BYLAW AMENDMENTS

- A. The Bylaws may be amended by affirmative vote of the Portland City Council and Multnomah County Commission. Such amendments shall be by non-emergency ordinance or resolution.
- (1) The Commission may recommend Bylaw amendments to the City Council and County where such amendments have been discussed at the Annual Meeting or at any regularly scheduled meeting of the Commission and affirmatively acted upon by a majority of the Commission.

Adopted:

City of Portland

Ordinance/Resolution # _____, (____)

Multnomah County

Ordinance Resolution # _____, (____)

MEETING DATE: APR 11 1996

AGENDA NO: R-7

ESTIMATED START TIME: _____

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Contract between the Department of Community and Family Services and the Housing Authority of Portland to Construct the Turning Point Project as Transitional Housing for Homeless Families.

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/ Rey Espana

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe\Rey Espana

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Intergovernmental Agreement Between the Department of Community and Family Services and the Housing Authority of Portland allocating \$400,00.00 in Construction Costs and \$20,000.00 in Administrative Costs of U.S. Department of Housing and Urban Development Funds to Construct the Turning Point Project as Transitional Housing for Homeless Families.

4/12/96 ORIGINALS TO JOHN PEARSON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 APR - 2 AM 8:20

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

S:\ADMIN\CEU\CONTRACT\HAPTRN96.APF



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*
Department of Community and Family Services

DATE: March 27, 1996

SUBJECT: Contract with Housing Authority of Portland to Construct Transitional Housing for Homeless Families

I. Retroactive Status: Execution of this agreement has been delayed due to negotiation of contract terms.

II. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the Intergovernmental Agreement with Housing Authority of Portland, for the period from December 1, 1995 to June 30, 1996.

II. Background/Analysis: The Department of Community and Family Services has received a grant from the U.S. Department of Housing and Community Development under the Supportive Housing Program to help develop transitional housing and supportive services for homeless families. This contract with the Housing Authority of Portland provides funds for the construction of the transitional housing.

III. Financial Impact: The contract is for \$420,000.00 (\$400,000 in construction costs, \$20,000 in administrative costs). The funds are included in the Department budget.

IV. Legal Issues: none

V. Controversial Issues: The Turning Point Project has had a long history of siting difficulties in southwest Portland. The current site has been approved and construction began in December, 1995. These U.S. Department of Housing and Community Development grant funds are being transferred to the Housing Authority of Portland as part of a pool of funds to cover construction costs.

VI. Link to Current County Policies: This contract reflects a County commitment to develop services and housing for low income people and addresses benchmarks concerning increased availability of affordable housing.

VII. Other Government Participation: This contract reflects a partnership between the County and the Housing Authority of Portland over services and housing for low income people.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract #105036

Prior-Approved Contract Boilerplate: Attached; x Not Attached

Amendment #

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-7</u> DATE <u>4/11/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Community & Family Services

Division:

Date: March 26, 1996

Administrative Contact: John Pearson

Phone: 248-3691 ext 2612

Bldg/Room 166/7th

Description of Contract:

Contract to construct transitional housing for homeless families.

RFP/BID #: Date of RFP/BID: Exemption Expiration Date:

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF ☒ N/A

<p>Contractor Name: Housing Authority of Portland</p> <p>Mailing Address: 135 SW Ash</p> <p style="padding-left: 40px;">Portland, OR 97204</p> <p>Phone: (503) 273-4515</p> <p>Employer ID# or SS#: 93-6001547</p> <p>Effective Date: December 1, 1995</p> <p>Termination Date: June 30, 1996</p> <p>Original Contract Amount: \$ <u> </u></p> <p>Total Amt of Previous Amendments: \$ <u> </u></p> <p>Amount of Amendment: \$ <u> </u></p> <p>Total Amount of Agreement: \$420,000</p>	<p>Remittance Address (if different) <u> </u></p> <hr/> <table style="width:100%;"> <tr> <td style="text-align: center;">Payment Schedule</td> <td style="text-align: center;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ <u> </u></td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ <u> </u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. <u> </u></td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ <u> </u></td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ <u> </u>	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ <u> </u>	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. <u> </u>		<input type="checkbox"/> Requirements Not to Exceed \$ <u> </u>		Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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<input type="checkbox"/> Requirements Not to Exceed \$ <u> </u>																	
Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Paez* Date: 3/27/96

Purchasing Director: Date:

(Class II Contracts Only)

County Counsel: *Kathie Gunt* Date: 4/1/96

County Chair/Sheriff: *Marilyn Stein* Date: 4/11/96

Contract Administration: Date:

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
								See	Attached		

If additional space is needed, attach separate page. Write contract # on top of page.

COMMUNITY AND FAMILY SERVICES DIVISION

CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : HOUSING AUTHORITY OF PORTLAND-TURNING POINT

Vendor Code : 00052A

Page 1 of 1
3/21/96

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 105036

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
02	156	010	1260	P43A	6060	9259F	CAPO HUD Supp. Housing FFY96 CAPO Construction Project Admin	\$20,000.00		\$20,000.00	
01	156	010	1260	P43B	6060	9259F	CAPO HUD Supp. Housing FFY96 CAPO Housing Construction	\$400,000.00		\$400,000.00	
TOTAL								\$420,000.00	\$0.00	\$420,000.00	\$0.00

MULTNOMAH COUNTY DEPARTMENT OF #105036
COMMUNITY AND FAMILY SERVICES

CONTRACT FOR
PROPERTY ACQUISITION AND HOUSING DEVELOPMENT

TERM OF CONTRACT: From December 1, 1995
CONTRACTOR NAME: Housing Authority of Portland
CONTRACTOR ADDRESS: 135 SW Ash
 Portland, Oregon 97204

To: June 30, 1996
TELEPHONE: (503)273-4515
IRS NUMBER: 93-6001547

This contract is between Department of Community and Family Services, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and the Housing Authority of Portland, hereinafter referred to as "CONTRACTOR".

This contract contains the following documents, which are herein incorporated by reference:

- | | | |
|-------------|---|---------------|
| • Part A. | Statement of Work | Pages A1 - A2 |
| • Part B. | General Conditions | Pages B1 - B7 |
| • Part C. | Special State and Federal Requirements | Pages C1 - C6 |
| • Part D. | Signatures | Page D-1 |
| • Exhibit A | 1995 Supportive Housing Grant Agreement | Page E-1 - E3 |
| • Exhibit B | Approved Budget | Page F-1 |
| • Exhibit C | Site Plan | Page G1 - G2 |

PART A: STATEMENT OF WORK

1. Project Description

a. The CONTRACTOR shall construct the "Turning Point" facility on the property described as: Section 16, 1S, 1E, Tax Lot 64, QUARTER SECTION MAP # : 3627, Wilson Park, in the City of Portland, County of Multnomah and the State of Oregon; commonly known as 6525 S.W. Capitol Hill Road, Portland, Oregon. The "Turning Point" facility shall consist of twenty-four (24) one - bedroom units of transitional housing plus a two - bedroom manager's unit apartment on the second floor of the community center included in the project.

b. The PROPERTY constructed under this contract shall be utilized as transitional housing for homeless families whose gross family income does not exceed 125% of the United States Department of Health and Human Services poverty guidelines.

c. The CONTRACTOR shall not change the use of PROPERTY, including the beneficiaries of such above described use, without prior written approval of the COUNTY and a process that affords citizens a chance to comment.

2. Building Construction Process and Responsibilities

a. The CONTRACTOR may make no change to the project nor any right, benefit, or advantage hereunder may be assigned without prior written approval of the COUNTY.

b. The CONTRACTOR agrees to maintain the PROPERTY as transitional housing for low income families for a period of not less than twenty (20) years from the date of initial occupancy.

A default by the CONTRACTOR shall consist of any use of grant funds for a purpose other than as authorized by this contract, failure in the CONTRACTOR'S duty to provide the supportive housing for the minimum term in accordance with the Supportive Housing rule (24 CFR 583), noncompliance with the Act or the Supportive Housing rule, or any other material breach of the 1995 Supportive Housing Grant Agreement between Multnomah County and the U.S. Department of Housing and Urban Development attached hereto as Attachment A and made a part hereof.

c. No assignment or transfer of title to the PROPERTY shall be permitted except by prior written approval by the COUNTY. No such approval may be given unless the proposed assignee or title transferee agrees in writing to assume all obligations of the contract. Any attempted assignment or transfer of title shall be void without the required consent of the COUNTY.

3. Compensation.

a. COUNTY will pay CONTRACTOR up to \$400,000.00 for construction costs plus up to \$20,000.00 for administrative costs upon receipt of a request for reimbursement. The invoice will include an expenditure report and back-up documentation based upon allowable expenses per an approved budget attached hereto as Attachment B and made a part hereof.

b. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for project services described in this contract; 2) expended in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable contract costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received by the Department of Community and Family Services within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, or perform or document the performance of contracted services, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

PART B: GENERAL CONDITIONS

1. Administration

CONTRACTOR will appoint a liaison person who will be responsible for overall administration of this AGREEMENT and coordination with the COUNTY'S Department of Community and Family Services. CONTRACTOR will also designate one or more representatives who will be authorized to sign the Invoice for Services Provided and any other forms which may be required. The CONTRACTOR will furnish to Multnomah County its employer identification number, as designated by Internal Revenue Service.

2. Amendments

This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. A written amendment may affect a project or projects authorized by this contract or may be of general application.

3. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. The COUNTY is not liable to any third party for payment of any compensation payable to CONTRACTOR provided in this contract. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds, including but not limited to:

a. **Procurement Standards:** In awarding contracts pursuant to this contract, the CONTRACTOR will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. To the greatest extent feasible, CONTRACTOR shall purchase supplies and services for activities under this contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended. In addition, the CONTRACTOR will comply with the requirements of Uniform Administrative Requirements as described in 24 CFR 570.502; and with Executive Order 11246 regarding nondiscrimination in bid conditions for projects over \$10,000.

b. **Labor Standards:** The CONTRACTOR is exempt from requiring that project construction contractors and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 276 (a) - 27 (a)(5)). The CONTRACTOR will be held to appropriate HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen, provided that, if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the CONTRACTOR of its obligation, if any, to require payment of the higher rates. The CONTRACTOR shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR Part 5.5.

c. **Interest of Subcontractors and Their Employees:** The CONTRACTOR agrees that it will incorporate into every subcontract in writing, pursuant to this contract, the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with this contract, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest will be employed. Any interest on the part of the Contractor or its employees must be disclosed to the CONTRACTOR and the COUNTY.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. COUNTY certifies that sufficient funds are available to finance the costs of this contract. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws and Regulations

CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations, as identified, in part, in Part C of this contract. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

6. Contract Between Other Funding Source and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts.

7. Contractor Publicity

a. CONTRACTOR shall reference the Multnomah County Department of Community and Family Services as a funding source in all flyers, brochures, news releases, and other public notices that advertise the project. For projects funded through the Community Development Block Grant program, these public information documents shall identify that program as the source of funds.

b. For all construction projects, CONTRACTOR will erect a durable and adequately visible sign at the construction site, identifying source of funds. This requirement may be waived for construction projects of \$5,000 or less.

8. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

9. Independent Contractor Status

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

10. Insurance, Bonding, and Workers Compensation

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in ORS Chapter 30.

11. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

12. Litigation Notice

CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

13. Monitoring, Evaluation, and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR agrees to participate with the COUNTY in any evaluation project or performance report, as designated by the COUNTY or the appropriate federal agency, and to make available all information required by any such evaluation process.

c. The books, records, papers, and documents of the CONTRACTOR which are directly pertinent to this contract will be subject at all times to inspection, review, or audit by the COUNTY, State, and/or federal officials so authorized by law during the performance of this contract and during the period of record retention specified in this contract.

d. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

e. CONTRACTOR'S costs resulting from obligations incurred by the CONTRACTOR during a suspension or after termination of an award are not allowable unless the COUNTY expressly authorizes them in the notice of suspension or termination or subsequently. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- 1) The costs result from obligations which were properly incurred by the CONTRACTOR before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
- 2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

f. The enforcement remedies identified in this section, including suspension and termination, do not preclude the CONTRACTOR from being subject to "Debarment and Suspension" under E.O. 12549.

14. Program Income

CONTRACTOR shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this contract. Program income shall be reported with each payment request and substantially disbursed for the benefit of the project(s) funded by this contract in accordance with the principles of paragraph (b)(2)(I) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to COUNTY for reallocation. The COUNTY shall determine whether income is being used to continue or benefit the project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expiration shall be repaid to the COUNTY.

15. Property Interest

For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.

16. Records and Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with County, state, or federal requirements. CONTRACTOR

grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. The CONTRACTOR agrees to complete and submit to the COUNTY progress statements and reports as may be required by COUNTY. In the event the CONTRACTOR sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the COUNTY.

c. CONTRACTOR shall maintain records documenting citizen participation, equal opportunity, and any other matters as directed by COUNTY. Citizen participation records shall document the process used to inform citizens concerning the amount of funds available, ranges of project activities undertaken, and opportunities to participate in funded projects. Equal opportunity records shall document racial, ethnic, and female-headed household data showing extent to which these categories of persons have participated in, or benefited from, the activities carried out under this contract. CONTRACTOR shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the area of the project.

d. As provided in 24 CFR 85.42, required records will be retained for a period of 3 years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- 1) Records that are the subject of audit findings will be retained for three years or until such audit findings have been resolved, whichever is later.
- 2) Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.
- 3) The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
- 4) Records for any displaced person will be retained for three years after such person has received final payment.
- 5) Records pertaining to each real property acquisition will be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with paragraph 4) above, whichever is later.

17. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

18. Termination

a. This contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

b. The COUNTY, by written notice of default, may terminate this contract if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

c. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

d. This contract is subject to immediate termination upon written notice by the COUNTY should:

1) Funds become no longer available to the COUNTY;

2) The CONTRACTOR mismanage or make improper or unlawful use of contract funds. In the event that termination occurs for this reason, the CONTRACTOR will return to the COUNTY all funds which were expended in violation of the terms of this contract.

e. Upon termination of this contract any unexpended balance of contract funds will remain with the COUNTY.

f. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of CONTRACTOR or liability of CONTRACTOR or COUNTY which accrued prior to termination.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

PART C. SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including, but not limited to the following:

1. Accessibility

Any facility constructed or altered pursuant to this contract shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by HUD in 24 CFR Part 8.

2. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

3. Displaced Persons

Any acquisition of real property by a unit of government for any activity assisted under this contract which occurs on or after the date of the COUNTY'S submission of its Block Grant application to HUD will comply with Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, herein called "Uniform Act" (P.L. 91-646, 40 USC §4601) and the regulations at 24 CFR Part 42, as provided in 24 CFR 570.606, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

Any displacement of persons, businesses, non-profit organizations or farms occurring on or after the date of the COUNTY'S submission of its Block Grant application, which results from acquisition of real property assisted under this contract, will comply with Title II of the Uniform Act and the regulations in 24 CFR Part 42. CONTRACTOR shall comply with the regulations pertaining to costs of relocation and written policies, as specified by 24 CFR §570.606.

4. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of

the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;
- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;
- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon

employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Environmental Protection

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, as amended (42 USC §7401, et. seq.), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

7. Environmental Review

COUNTY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by the federal Department of Housing and Urban Development Environmental Review Procedures (24 CFR Part 58). COUNTY may require CONTRACTOR to furnish data, information, and assistance for the COUNTY'S review and assessment in fulfillment of the COUNTY'S responsibilities under 24 CFR Part 58. Project execution under this contract by either COUNTY or CONTRACTOR shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood

Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

9. Historic Preservation

CONTRACTOR shall meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (P.L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the regulations in 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures, in 24 CFR Part 58.

10. Lead-Based Paint Poisoning

Pursuant to 24 CFR 570.608, the CONTRACTOR shall comply with the HUD Lead-Based Paint regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et. seq.) requiring prohibition of the use of lead-based paint (whenever funds under this contract are used directly or indirectly for construction, rehabilitation, or modernization of residential structures); elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

11. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

13. Nondiscrimination

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including, but not limited to :

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968 (12 USC §1701 u) as amended), 24 CFR Part 135, and any applicable rules and orders issued by HUD thereunder.
- p. Multnomah County policy on nondiscrimination.

Concerning **employment**, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation. In all solicitations for employment under this contract, CONTRACTOR shall state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.

Concerning **program benefits**, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance.

Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

Concerning **Subcontractors and Suppliers**, no contractor, subcontractor, union, or vendor engaged in any activity under the Department of Community and Family Services contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, sexual orientation or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

14. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

15. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

16. Recycling

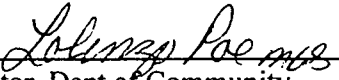
CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

PART D: SIGNATURES

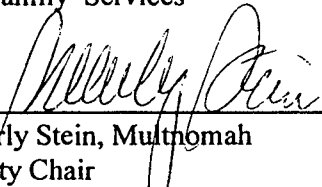
In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

HOUSING AUTHORITY OF PORTLAND


BY  3/20/96
Director, Dept of Community
and Family Services Date

BY _____
Agency Authorized Signer Date

BY  4/11/96
Beverly Stein, Multnomah
County Chair Date

BY _____
Agency Authorized Signer Date

REVIEWED: Laurence Kressel, Counsel for
Multnomah County, Oregon

BY  4/11/96
Katie Gaetjens Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-7 DATE 4/11/96
DEB BOGSTAD
BOARD CLERK

1995 Supportive Housing Grant Agreement

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Multnomah County, Oregon, the Recipient, whose TAX ID number is 93-6002309 for Project Number OR16G15-0798, as described on pages 21 through 31 of the Application, the applicable Technical Submissions, and as identified below:

Project Name: The Turning Point

Project Sponsor: Housing Authority of Portland

Project Location: 6552 SW 19th Avenue, Portland, Multnomah County, Oregon

The assistance which is the subject of this Grant Agreement is authorized by Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11381 et seq.), (the Act). The term grant or grant funds means the assistance provided under this Agreement. This Grant Agreement will be governed by the Act, the Supportive Housing rule (24 CFR 583), a copy of which is attached hereto as Attachment A and made a part hereof, and the Notice of Fund Availability (NOFA), published on February 13, 1995 at 60 FR 9534. The term "Application" means that portion of the application submissions on the basis of which this grant was approved by HUD, including, in all cases, the certifications and assurances and any information or documentation required to meet any grant award conditions. In the event of a conflict between any part of the Application and any part of the Grant Agreement, the latter shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified below for the approved project.

HUD's total fund obligation for this project is \$ 1,216,598.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

If the Recipient is a State or other governmental entity required to assume environmental responsibility, it agrees that no costs to be paid or reimbursed with grant funds will be incurred before the completion of such responsibilities and HUD approval of any required Request for Release of Funds.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No change

may be made to the project nor any right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of the Attachment A provisions, noncompliance with the Act or Attachment A provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities; or
- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or
- (c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or
- (e) reduce or recapture the grant; or
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or
- (g) continue the grant with a substitute Recipient of HUD's choosing; or
- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

Recipients of assistance for acquisition, rehabilitation, or new construction shall file a certification of continued use for supportive housing for each year of the 20 year period from the date of initial occupancy.

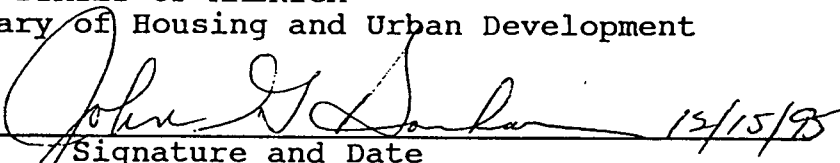
This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. The effective date of this Grant Agreement shall be the date of execution by HUD, except with prior written approval by HUD.

SIGNATURES

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By:

 13/15/85
Signature and Date

John G. Bonham

Typed Name of Signatory

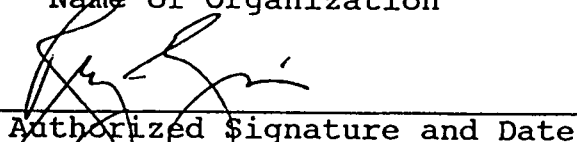
Director, Community Planning & Development
Title

RECIPIENT

Multnomah County

Name of Organization

By:


Authorized Signature and Date

Rey Espana

Typed Name of Signatory

Director, Community Action Program Office/Community Development
Title

Barbara Hershey 248-3999 x6323 Fax: 248-3332

Official Contact Person and Telephone No. and Fax No.

Development Budget
THE TURNING POINT
HOUSING AUTHORITY OF PORTLAND

EXHIBIT B

ACQUISITION

Land Purchase	\$102,000.00	
Street Vacation Costs	\$2,450.00	
Closing/Recording	\$800.00	
Site Survey/Legal Description	\$8,300.00	
Subtotal Acquisition Costs	\$113,550.00	

CONSTRUCTION

Off-Site Improvements	\$184,600.00	
Sitework/Landscaping	\$225,800.00	
Structures	\$890,993.00	\$1,301,393.00
FF & E	\$0.00	
Bond	\$0.00	
Construction Contingency (5%)	\$65,000.00	
Subtotal Construction Costs	\$1,366,393.00	

INDIRECT DEVELOPMENT COSTS

Architect/Engineer	\$117,949.00	
Civil	\$6,100.00	
Project Management Fees	\$46,475.00	
Legal	\$5,000.00	
Cost Estimator	\$1,600.00	
Geotechnical Investigation	\$1,280.00	
Level 1 Environmental Assessment	\$1,600.00	
UST Remediation	\$3,460.00	
Permits/Fees	\$70,046.00	
Insurance	\$3,000.00	
Special Inspections/Testing	\$2,000.00	
Start-Up/Lease-Up Costs	\$0.00	\$258,510.00
Soft Cost Contingency (7.5%)	\$19,400.00	
Subtotal Indirect Development Costs	\$277,910.00	

PROJECT FINANCING COSTS

Loan Fees	\$12,460.00	
Appraisal	\$4,800.00	
Closing/Recording	\$0.00	
Construction Period Interest	\$10,905.00	
Subtotal Project Financing Costs	\$28,165.00	

TOTAL DEVELOPMENT COSTS	\$1,786,018.00	
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Excess of Costs over Sources	\$0.00
-------------------------------------	---------------

Off-Site Improvements/Square Foot	\$13.64	
Sitework/Landscaping/Square Foot	\$16.68	
Structures/Square Foot	\$70.62	
Total Construction Cost/Square Foot	\$100.94	

Total Development Cost/Square Foot	\$131.94
Total Development Cost/Dwelling Unit	\$71,440.72

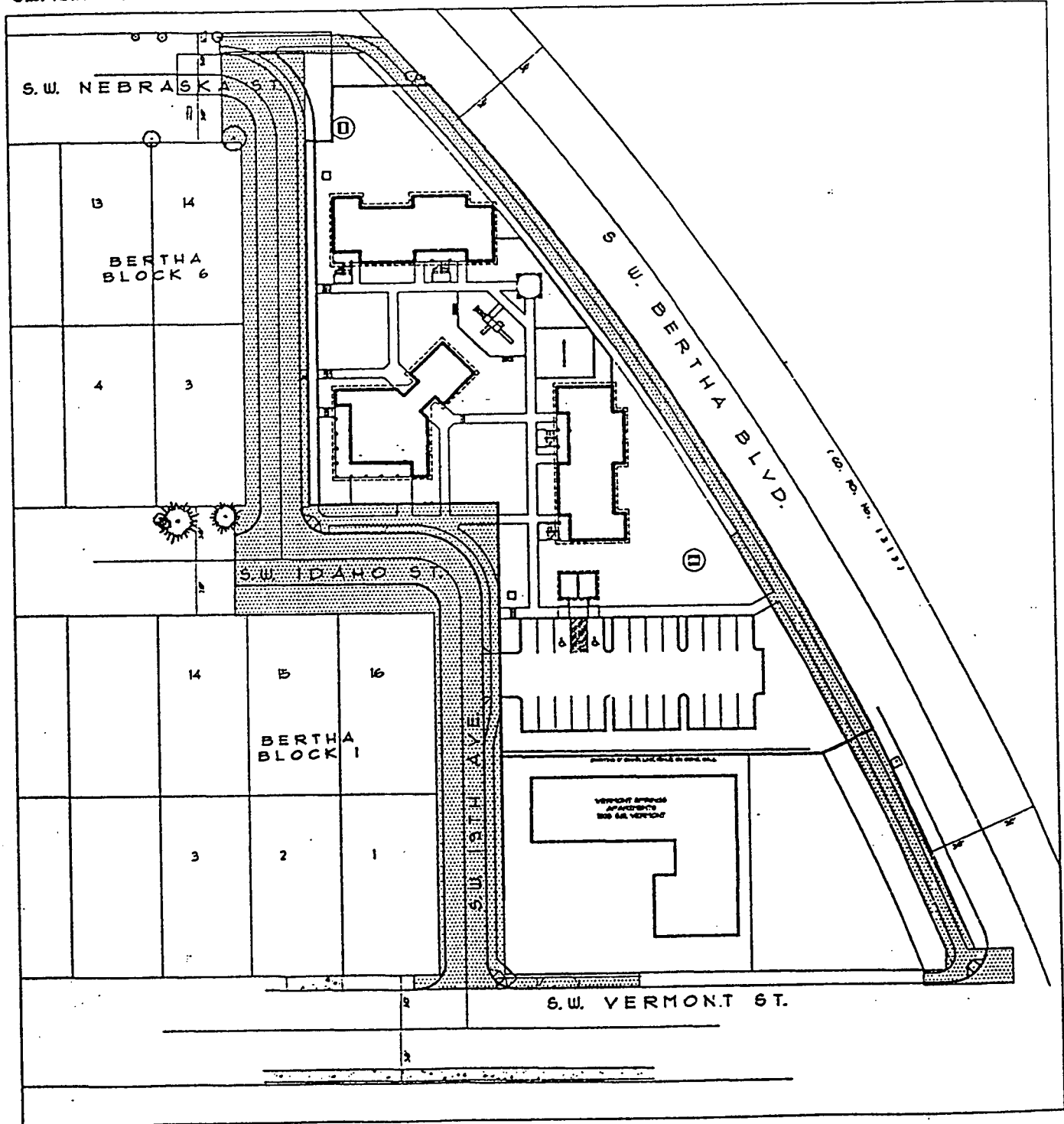
Total of Sources is \$1,786,018

EXHIBIT "A"

DEVELOPMENT AGREEMENT:
CITY OF PORTLAND
HOUSING AUTHORITY OF PORTLAND

EXHIBIT C

NOTE: SPECIFIC DESIGN PLANS ARE CONTAINED IN DAVID EVANS & ASSOCIATES INC.
S.W. 19th AVENUE STREET IMPROVEMENT PLANS AS RECEIVED BY THE CITY OF PORTLAND JULY 27, 1995



SITE PLAN

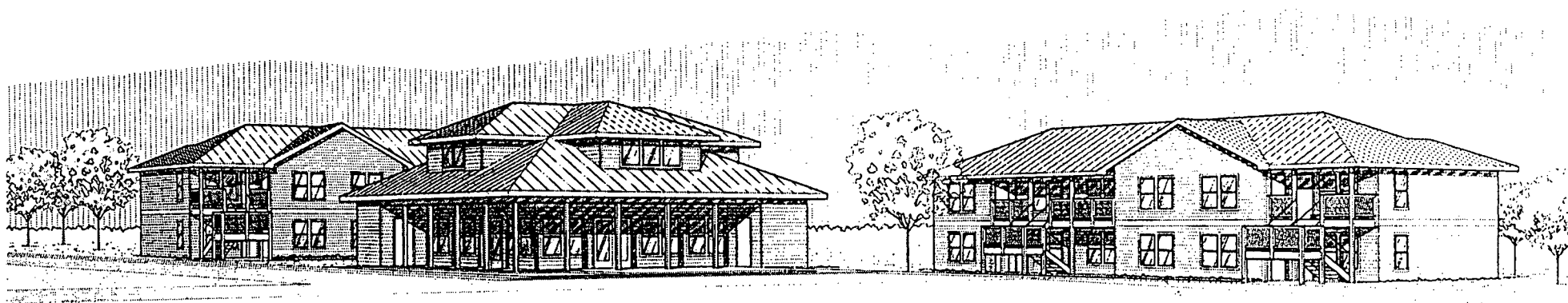
N.T.S.

THE TURNING POINT

HOUSING AUTHORITY OF PORTLAND

WILLIAM WILSON
ARCHITECTS PC

133 SW Second Avenue
Portland, Oregon 97204
(503) 223-6693



THE TURNING POINT

HOUSING AUTHORITY OF PORTLAND

WILLIAM WILSON ARCHITECTS PC

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

**Attachment A:
Service Elements and Contract Amounts**

Contractor Name : HOUSING AUTHORITY OF PORTLAND-TURNING POINT	Vendor Code: 00052A
Contractor Address : 135 SW ASH PORTLAND OR 97204	
Telephone : 273-4515	Fiscal Year : 95/96
Federal ID # : 93-6001547	

**Program Office Name : Community Action Anti-Poverty & Housing
Stabilization**

Service Element Name : CAPO Construction Project Admin (P43A)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	12/12/95	6/30/96	Per Invoice	Cost Reimbursement				\$20,000.00
Total								\$20,000.00

Service Element Name : CAPO Housing Construction (P43B)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	12/12/95	6/30/96	Per Invoice	Cost Reimbursement				\$400,000.00
Total								\$400,000.00

MEETING DATE: APR 11 1996

AGENDA NO: R-8
ESTIMATED START TIME: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Cancellation of Uncollectable Personal Property Taxes

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: APRIL 11, 1996

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-5132 X2331

BLDG/ROOM #: 166/300/Collections

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Matter of cancellation of Uncollectable Personal Property Taxes for 1983/84 through 1994/95, in the amount of \$409,207.25.

These are taxes that have been delinquent for more than one year and have been determined to be uncollectable.

4/12/96 copies to Kathy Tuneberg

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James M. Dr. Larry E. Chickel

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
96 MAR 29 AM 7:45
MULTNOMAH COUNTY
OREGON



BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY TUNEBERG
TODAY'S DATE: MARCH 12, 1996
REQUESTED PLACEMENT DATE: APRIL 4, 1996

RE: MATTER OF CANCELLATION OF UNCOLLECTIBLE PERSONAL PROPERTY
TAXES FOR 1983/84 THROUGH 1994/95, IN THE AMOUNT OF
\$409,207.25.

I. Recommendation/Action Requested:

REQUEST APPROVAL

II. Background/Analysis:

Attached is a list of personal property tax accounts determined to be uncollectible. We are either unable to collect the balance because of Federal Bankruptcy protection, Corporate dissolution, or our collection efforts have been exhausted and further effort would not be cost effective.

III. Financial Impact:

The accounts to be written off cover tax years from 1983/84 through 1994/95 and total \$409,207.25. Amounts written off are small portions of each particular year's total tax levy and have little fiscal impact on Multnomah County or other taxing districts.

IV. Legal Issues:

Cancellation of personal property taxes due to uncollectability is provided for in ORS 311.790.

V. Controversial Issues:

None known

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

None expected

VIII. Other Government Participation:

Other taxing districts are minimally affected and they know there are uncollectible taxes.

WRITE OFF SUMMARY

03/11/96

15:21:57

TAX YEARS # of ACCTS. TOTAL DOLLARS

81/82	0	\$0.00
82/83	0	\$0.00
83/84	1	\$170.18
84/85	5	\$3,917.39
85/86	11	\$7,339.75
86/87	13	\$8,836.01
87/88	23	\$9,858.61
88/89	24	\$93,473.59
89/90	37	\$138,995.85
90/91	30	\$137,524.18
91/92	16	\$5,610.80
92/93	7	\$1,663.28
93/94	3	\$1,149.94
94/95	2	\$667.67

	# OF ACCOUNTS	DOLLARS
TOTALS	103	\$409,207.25
WRITE-OFF DUE TO BANKRUPTCY	18	\$29,535.48
PERCENT BANKRUPTCIES OF TOTAL \$		7.22%
WRITE-OFF DUE TO DISSOLUTION OF CORP	69	\$360,641.22
PERCENT CORPORATIONS OF TOTAL \$		88.13%

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Cancellation of
Uncollectible Property Taxes for 1983/84
Through 1994/95

ORDER 96-63

WHEREAS, ORS 311.790 authorizes the Board, in its discretion, to direct the tax collector to cancel certain uncollectible personal property taxes when requested to do so by the tax collector and the district attorney; and

WHEREAS, the district attorney has designated county counsel to act for the district attorney in certain matters including matters described in ORS 311.790; and

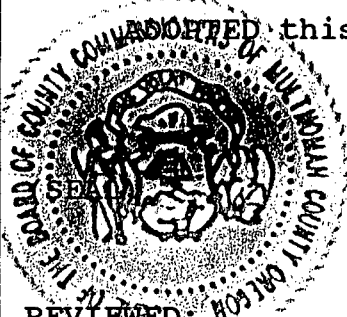
WHEREAS, the tax collector and county counsel have determined that the taxes on the accounts described in Exhibit 1 attached hereto (consisting of three pages) are delinquent and wholly uncollectible and have requested that such taxes be canceled; and

WHEREAS, the Board, based upon such determination of the tax collector and county counsel, makes the following finding:

1. That the taxes on the accounts described in Exhibit 1 attached hereto (consisting of three pages) are delinquent and wholly uncollectible.

THEREFORE, BE IT ORDERED, that the tax collector is directed to cancel the uncollectible personal property taxes for the accounts described in Exhibit 1 attached hereto.

ADOPTED this 11th day of April, 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED: LAURENCE KRESSEL
LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By John S. Thomas
John S. Thomas
Assistant County Counsel

03/27/96:1

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

1996

WRITE OFF LIST

03/12/96

12:10:44

ACCOUNT NUMBER	TAX YEARS - DOLLARS														ACCOUNT TOTALS
	81/82	82/83	83/84	84/85	85/86	86/87	87/88	88/89	89/90	90/91	91/92	92/93	93/94	94/95	
P-01-04610-35									\$533.66						\$533.66
P-02-07880-30												\$5.29			\$5.29
P-03-09430-00												\$6.80			\$6.80
P-03-25130-21					\$267.59										\$267.59
P-04-00584-00								\$909.92	\$1,397.97						\$2,307.89
P-05-05885-00							\$866.36	\$888.54	\$949.79						\$2,704.69
P-05-26941-45									\$325.01						\$325.01
P-07-01007-00									\$2,301.37						\$2,301.37
P-07-01578-55					\$87.04										\$87.04
P-08-00157-00									\$17.89						\$17.89
P-08-03820-00														\$20.48	\$20.48
P-09-05880-05								\$205.44							\$205.44
P-09-10137-00						\$1,223.69	\$1,236.45	\$1,300.00	\$1,443.18						\$5,203.32
P-09-14741-10				\$23.02	\$460.23	\$512.93	\$494.14	\$530.61	\$285.63	\$256.17					\$2,562.73
P-09-14806-50						\$538.43	\$352.79	\$370.83	\$375.96	\$361.77	\$332.00	\$295.22			\$2,627.00
P-12-01200-17					\$388.01										\$388.01
P-02-10020-00							\$955.11	\$3,981.92	\$3,841.69	\$2,252.19	\$1,574.53	\$1,225.09	\$989.23		\$14,819.76
P-02-24980-01								\$235.25	\$2,099.79	\$1,127.43					\$3,462.47
P-03-29175-10										\$4,221.93					\$4,221.93
P-04-11860-00							\$606.33	\$640.54	\$684.59						\$1,931.46
P-05-11997-00											\$117.15				\$117.15
P-05-21200-00										\$535.40					\$535.40
P-05-38338-09										\$99.88					\$99.88
P-06-47010-66										\$221.75					\$221.75
P-08-08680-15							\$108.42								\$108.42
P-08-09992-00									\$177.58	\$179.30					\$356.88
P-09-00942-06					\$97.40	\$128.10									\$225.50
P-09-09112-30													\$40.21		\$40.21
P-09-09457-91											\$101.99				\$101.99
P-09-10958-75							\$837.28								\$837.28
P-09-11634-00							\$64.91	\$308.08							\$372.99
P-09-14615-00					\$314.86	\$414.60									\$729.46
P-11-40204-00							\$166.72	\$448.30	\$368.18	\$356.09					\$1,339.29
P-69-70000-33												\$13.66			\$13.66
P-01-10660-28								\$175.59	\$172.13						\$347.72
P-01-12305-25										\$3,984.46					\$3,984.46
P-02-02890-01									\$1,669.61						\$1,669.61
P-03-00810-00									\$434.31						\$434.31

1996

WRITE OFF LIST

03/12/96

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ACCOUNT NUMBER	TAX YEARS - DOLLARS														ACCOUNT TOTALS
	81/82	82/83	83/84	84/85	85/86	86/87	87/88	88/89	89/90	90/91	91/92	92/93	93/94	94/95	
P-03-00970-00							\$78.52								\$78.52
P-03-01645-00										7150.25					\$7,150.25
P-03-15927-00												\$70.80			\$70.80
P-03-23882-00				\$2,468.84											\$2,468.84
P-04-02395-02											\$36.56				\$36.56
P-04-10681-25									\$578.25						\$578.25
P-04-19640-00									\$432.69						\$432.69
P-04-19865-00												\$46.42			\$46.42
P-04-27270-00														\$647.19	\$647.19
P-04-35860-10									\$76.79						\$76.79
P-04-42715-00							\$368.06	\$521.78							\$889.84
P-04-44120-00									\$177.77						\$177.77
P-04-53500-00									\$82.77						\$82.77
P-04-57670-0					\$115.55	\$70.49	\$64.96								\$251.00
P-04-59600-00								\$2,405.85							\$2,405.85
P-05-00641-02										\$345.04					\$345.04
P-05-12305-01								\$2,253.10	\$2,584.84	\$1,742.99	\$209.21				\$6,790.14
P-05-15620-00									\$56.93	\$428.19	\$270.15				\$755.27
P-05-22630-05											\$407.64				\$407.64
P-05-35997-00										\$165.46					\$165.46
P-06-01060-05								\$293.54							\$293.54
P-06-06355-00										\$581.51					\$581.51
P-06-07650-00						\$457.92									\$457.92
P-06-08000-00				\$93.02											\$93.02
P-06-08490-00									\$25.00	\$278.70	\$273.83				\$577.53
P-06-09484-40				\$1,310.65											\$1,310.65
P-06-19460-00									\$155.62	\$315.22					\$470.84
P-06-20195-05													\$120.50		\$120.50
P-06-24633-01											\$10.52				\$10.52
P-06-24761-00						416.78	459.9	480.45	531.06	552.07	438.13				\$2,878.39
P-06-36420-00										\$3,283.05					\$3,283.05
P-06-43555-00									\$7.78						\$7.78
P-06-47620-05											\$9.81				\$9.81
P-07-00477-00										\$561.78					\$561.78
P-07-01232-09										\$117.21					\$117.21
P-07-02058-01				\$21.86	\$2,614.64	\$2,804.76									\$5,441.26
P-07-02440-00						\$480.44	\$423.02	\$441.78	\$1,433.86	\$1,489.73					\$4,268.83
P-07-03939-50								\$95.61							\$95.61

1996

WRITE OFF LIST

03/12/96

12:10:44

ACCOUNT NUMBER	TAX YEARS - DOLLARS														ACCOUNT TOTALS
	81/82	82/83	83/84	84/85	85/86	86/87	87/88	88/89	89/90	90/91	91/92	92/93	93/94	94/95	
P-07-05397-20									\$142.58						\$142.58
P-08-01529-15							\$224.84								\$224.84
P-08-05115-01											\$118.69				\$118.69
P-08-06189-49										\$161.07					\$161.07
P-08-06877-14							\$889.52	\$907.99							\$1,797.51
P-08-08630-00							\$110.12								\$110.12
P-08-08679-50								\$124.37							\$124.37
P-08-09280-00						\$1,277.10									\$1,277.10
P-09-02261-10								\$3,088.39							\$3,088.39
P-09-02335-00										\$3,362.03					\$3,362.03
P-09-03698-00									\$310.80	\$269.37					\$580.17
P-09-04480-14							\$220.00								\$220.00
P-09-11502-00									\$2,081.41	\$2,158.39	\$1,625.68				\$5,865.48
P-09-12175-10						\$5.57									\$5.57
P-09-12642-05					\$102.88										\$102.88
P-09-13024-00			\$170.18		\$408.30	\$505.20	\$952.50	\$984.71							\$3,020.89
P-09-19483-55											\$15.00				\$15.00
P-10-04100-00									\$750.32						\$750.32
P-10-70646-00									\$1,681.58						\$1,681.58
P-11-04407-00											\$69.91				\$69.91
P-60-04000-01					\$2,483.25										\$2,483.25
P-63-23000-02							\$159.86								\$159.86
P-67-12000-08										\$88.11					\$88.11
P-67-71000-01								\$71,881.00	\$107,313.97	\$100,877.64					\$280,072.61
P-67-85000-01							\$218.80								\$218.80
P-68-14000-01									\$3,437.60						\$3,437.60
P-68-14000-02									\$589.55						\$589.55

MEETING DATE: APR 11 1996

AGENDA NO: R-9

ESTIMATED START TIME: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Congestion Pricing Pilot Project Intergovernmental Agreement

BOARD BRIEFING Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: April 4, 1996

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Ed Abrahamson TELEPHONE #: 248-5050 x6992

BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: Ed Abrahamson

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Congestion Pricing Pilot Project Intergovernmental Agreement

4/12/96 ORIGINALS to Cathy Kramer

BOARD OF
COUNTY COMMISSIONERS
96 APR - 1 AM 11:15
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lawrence K. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
1620 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Ed Abrahamson 

TODAY'S DATE: March 21, 1996

REQUESTED PLACEMENT DATE: April 4, 1996

RE: Congestion Pricing Pilot Project IGA

I. Recommendation/Action Requested:

Approval by the Board of County Commissioners is sought of the Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) and Metro, a metropolitan service district, to conduct a Pre-project Study of Congestion Pricing in the Portland Region.

II. Background/Analysis:

Metro is proposing a two-phase pre-project congestion pricing study for the Portland area. Each phase will include public involvement and technical work tasks. Specific elements of the congestion pricing study (public outreach and education) will be integrated with Metro's update of the Regional Transportation Plan (RTP) in order to reach as large an audience as possible with the concept of congestion pricing as a transportation strategy. The RTP is to be completed in two phases with final adoption in 1996. The RTP update will leave some issues, including congestion pricing, open for further refinement planning. In particular, the public education and involvement program for the study will be coordinated with RTP public outreach to ensure a smooth transition between the two efforts.

At the end of the study, Metro will evaluate the study results to determine the technical and political feasibility of congestion pricing in the Portland region. Depending on the preferred alternative selected at the end of Phase II, Metro intends to apply to the FHWA for implementation of a pilot congestion pricing project.

III. Financial Impact:

Federal funds and obligation authority for conducting the pre-project study of congestion pricing have been made available by FHWA. Multnomah County agrees to provide local match (20%) toward the local match to a maximum of \$6,000. Multnomah County agrees to invoice Metro for all services performed in accordance with this work plan at a 100% rate. Metro will reimburse Multnomah County at 80% (100% invoice less the 20% local match requirement) up to a maximum of \$24,000. A budget modification is not required.

IV. Legal Issues:

ORS 268.350 allows Metro to contract with any public agency to plan for aspects of transportation having a significant impact upon the orderly and responsible development of the metropolitan area. ORS Chapter 190.003 to ORS 190.110 allows Multnomah County to enter into this IGA.

V. CONTROVERSIAL ISSUES:

The purpose of the agreement is to study the technical and political feasibility of congestion pricing in the Portland area. There may be citizens who feel that congestion pricing is another form of taxation and may resist it. However, one of the stated purposes of the study is to look at the political feasibility.

VI. Link to Current County Policies:

The study to be carried out under this agreement relate to several of the Physical Support Systems Policies as outlined in the *Comprehensive Framework Plan* as follows:

Policy 33a: Transportation System

The county's policy is to implement a balanced, safe and efficient transportation system.

Policy 34: Trafficways

The county's policy is to develop a safe and efficient trafficway system using the existing road network.

VII. Citizen Participation:

In addition to public forums/meetings to discuss the study with the public, a Citizen Advisory Committee (CAC) will provide an opportunity for citizens in the region to be involved in all phases of the study. The CAC reviews draft findings and makes recommendations to policy and technical groups. CAC meetings are open to the public.

No public testimony is expected at the Board meeting.

VIII. Other Government Participation:

In addition to Multnomah County, the other jurisdictions participating in the study include: ODOT, Metro, Port of Portland, Clackamas County, City of Portland, Tri-Met, DEQ and Washington County. Each of the jurisdictions is aware of the study.

EAVH1907.RPT

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal []

Contract # 301446

Prior-Approved Contract Boilerplate: Attached X Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p>[] Professional Services under \$25,000</p> <p>[X] Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p>[] Professional Services over \$25,000 (RFP, Exemption)</p> <p>[] PCRB Contract</p> <p>[] Maintenance Agreement</p> <p>[] Licensing Agreement</p> <p>[] Construction</p> <p>[] Grant</p> <p>[] Revenue</p>	<p style="text-align: center;">CLASS III</p> <p>[] Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-9</u> DATE <u>4/11/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
---	---	---

Department: Environmental Services Division: Transportation & Land Use Planning Division Date 4/3/96

Contract Originator: Ed Abrahamson Phone: x6992 Bldg/Room: 425

Administrative Contact: R. Scott Pemble Phone: x3182 Bldg/Room: 412/103

Description of Contract: **Intergovernmental Agreement with Oregon Department of Transportation and Metro to conduct pre-project study of congestion pricing in the Portland region.**

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ (Check all boxes that apply) Contractor is [] MBE [] WBE [] QRF [X] N/A [] None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Metro Regional Center (Mike Hoglund)</u></p> <p>Mailing Address: <u>600 NE Grand Avenue</u> <u>Portland, OR 97232-2736</u></p> <p>Phone: <u>(503) 797-1700</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>Upon execution</u></p> <p>Termination Date: <u>February 1, 1998</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>6,000.00</u></p>	<p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Schedule</td> <td style="width: 50%;">Terms</td> </tr> <tr> <td>[] Lump Sum \$ _____</td> <td>[] Due on Receipt</td> </tr> <tr> <td>[] Monthly \$ _____</td> <td>[] Net 30</td> </tr> <tr> <td>[X] Other \$ <u>As Billed</u></td> <td>[] Other</td> </tr> <tr> <td colspan="2">[] Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2">[] Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes [] No []</td> </tr> </table>	Payment Schedule	Terms	[] Lump Sum \$ _____	[] Due on Receipt	[] Monthly \$ _____	[] Net 30	[X] Other \$ <u>As Billed</u>	[] Other	[] Requirements contract - Requisition Required		Purchase Order No. _____		[] Requirements Not to Exceed \$ _____		Encumber: Yes [] No []	
Payment Schedule	Terms																
[] Lump Sum \$ _____	[] Due on Receipt																
[] Monthly \$ _____	[] Net 30																
[X] Other \$ <u>As Billed</u>	[] Other																
[] Requirements contract - Requisition Required																	
Purchase Order No. _____																	
[] Requirements Not to Exceed \$ _____																	
Encumber: Yes [] No []																	

REQUIRED SIGNATURES:

Department Manager: <u>[Signature]</u>	Date: <u>4/10/96</u>
Purchasing Manager: _____	Date: _____
County Counsel: <u>[Signature]</u>	Date: <u>4-10-96</u>
County Chair/Sheriff: <u>[Signature]</u>	Date: <u>April 11, 1996</u>
Contract Administration: _____	Date: _____
(Class I, Class II Contracts Only)	

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC
01	150	030	6104			6110					
02											
03											

If additional space is needed, attach separate page. Write contract # on top of page.

METRO Contract #904836

ODOT IGA # _____

INTERGOVERNMENTAL AGREEMENT FOR
FUNDING FOR THE PRE-PROJECT STUDY OF
CONGESTION PRICING IN THE PORTLAND REGION

THIS AGREEMENT is entered into by and between The State of Oregon acting by and through its Department of Transportation, herein referred to as ODOT; METRO, a metropolitan service district organized under the laws of the State of Oregon, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, hereinafter referred to as METRO; and MULTNOMAH COUNTY, a duly established County, located at 1620 S.E. 190th Street, Portland, OR 97233 herein referred to as MULTNOMAH COUNTY.

Recitals:

WHEREAS, ODOT and METRO desire to jointly study the technical and political feasibility of congestion pricing in the Portland region pursuant to Section 1012(b) of the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991; and

WHEREAS, the parties have successfully completed an application to the Federal Highway Administration (FHWA) for \$1,290,000 to conduct a two-year, two-phased study of congestion pricing in the Portland area; and

WHEREAS, ODOT wishes to enter into an agreement with METRO to conduct the study to develop a nationally applicable process for gaining public and political acceptance of congestion pricing as a viable Transportation Demand Management (TDM) tool and to provide for a regional evaluation of alternatives; and

WHEREAS, ODOT has received \$1,032,000 in federal funds as the federal share to conduct the study; and

WHEREAS, A minimum 80/20 (Federal/State) funding match is required under this program, resulting in a total State and local matching share of not less than \$258,000 (20% of 1,290,000); and

WHEREAS, Each participating jurisdiction/agency will receive a portion of the federal funds by contributing its portion of the required match, as detailed in Table 1; and

WHEREAS, METRO may, pursuant to ORS 268.350, contract with any public agency to plan for aspects of transportation having a significant impact upon the orderly and responsible development of the metropolitan area; and

WHEREAS, METRO considers MULTNOMAH COUNTY a sub-recipient for federal funds received through this agreement. The CFDA number is 20.205.

WHEREAS, MULTNOMAH COUNTY may, pursuant to ORS Chapter 190.003 to ORS 190.110, enter into this intergovernmental agreement;

Now therefore, in consideration of the mutual covenants herein set forth, ODOT, METRO and MULTNOMAH COUNTY agree as follows:

Agreements:

1. Financing

Federal funds and obligation authority for conducting the pre-project study of congestion pricing have been made available by FHWA in the amount of \$1,032,000. ODOT, METRO and MULTNOMAH COUNTY agree to provide local match toward the full 20 percent match (\$258,000) requirement as follows: ODOT agrees to provide a maximum of \$130,300 (50.5%) of State match for conducting the two year, two phase study; METRO agrees to provide up to \$66,700 (25.8%) as match for conducting the study; MULTNOMAH COUNTY agrees to provide a maximum of \$6,000 (2.3%) as match to assist in conducting the pre-project study of congestion pricing. ODOT, as the State agency responsible for the project and funding agreement with FHWA, will pass through federal funds from FHWA on a reimbursement basis to complete the project.

2. Term of Agreement

The term of this Agreement is from execution of the agreement by all parties through February 1, 1998.

3. Obligations of ODOT

- A. ODOT will serve as project administrator for all federal funds for all participating jurisdictions detailed in Section 1 above.
- B. ODOT will provide a maximum local match share of \$130,300 to conduct the study.
- C. ODOT certifies, at the time this Agreement is executed, that sufficient funds, including the match, are available and authorized for expenditure to finance costs of this Agreement within ODOT's current appropriation or limitation of current biennial budget.

4. Obligations of METRO

- A. METRO will provide overall project management for the work shown in Exhibit A
- B. METRO will contribute its match share of up to \$66,700 to conduct the study.
- C. METRO will administer the project, and ensure prompt reimbursement to MULTNOMAH COUNTY for staff services in accordance with the Compensation and Method of Payment terms outlined in Section 11 below.
- D. METRO will promptly respond to requests by the MULTNOMAH COUNTY for information and consultation regarding the project, including standards for quality of work.
- E. METRO certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within METRO's current appropriation or limitation of current budget.

5. Obligations of MULTNOMAH COUNTY

- A. MULTNOMAH COUNTY will contribute a maximum of \$6,000 in local match for the contract between the MULTNOMAH COUNTY and METRO for work as described in Exhibit A.
- B. MULTNOMAH COUNTY will respond to requests by METRO and ODOT for information and

consultation regarding the project's Scope of Work.

C. MULTNOMAH COUNTY will maintain records and documentation relating to the Scope of Services in the Work Plan in Exhibit A.

D. MULTNOMAH COUNTY will submit monthly invoices for staff services to METRO in accordance with the Method of Payment terms outlined in Section 9 below.

E. MULTNOMAH COUNTY certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within the MULTNOMAH COUNTY's current appropriation or limitation of current budget.

6. Project Managers

ODOT's Project Manager is Dave Williams. METRO's Project Manager is Mike Hoglund. MULTNOMAH COUNTY'S Project Manager is Ed Abrahamson. Any change of Project Manager by ODOT, METRO or the MULTNOMAH COUNTY shall be noticed in writing to the other parties.

7. Notices

All notices provided for here under shall be in writing and sufficient if deposited in the United States mail, postage prepaid, to the parties addressed as indicated below:

Dave Williams, Manager	Mike Hoglund, Manager	Ed Abrahamson
ODOT Planning Analysis Unit	METRO Planning Department	Multnomah County
123 NW Flanders St.	600 NE Grand Avenue	1620 190th Street
Portland, OR 97209	Portland, OR 97232-2736	Portland, OR 97233

8. General Provisions between All Parties to the Agreement

A. Severability The parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

B. Change in Provisions Any party may request changes in these provisions. Any change in the terms of this agreement shall be mutually agreed upon in writing and signed by authorized representatives of all the

parties hereto.

C. Subcontractors and Assignments No party to this Agreement shall assign or subcontract any of their respective rights or obligations acquired herein without obtaining prior written approval from METRO and ODOT. Any attempted assignment of this Agreement without the written consent of all parties shall be void. ODOT, METRO and MULTNOMAH COUNTY, do not, by this Agreement, incur any liability for payment, except as provided under the terms of this Agreement.

D. Compliance With Laws and Regulations With respect to work performed under this agreement, ODOT, METRO and MULTNOMAH COUNTY shall adhere to all applicable federal, state, and local laws, regulations and policies including, but not limited to those included in Exhibits B and C, Federal Certifications, attached hereto and made a part hereof, and those related to Workers' Compensation, those in FHWA's regulation called the "common rule" and its attachments, those of the Contract Work Hours and Safety Standards Act, and those relating to equal employment opportunity, nondiscrimination, and affirmative action including, but not limited to, those regulations implementing Executive Order No. 11246 of the President of the United States and Section 402 of the Vietnam Readjustment Act of 1973. METRO and MULTNOMAH COUNTY shall adhere to all safety standards and regulations established by METRO for work performed on its premises or under its auspices.

E. Subcontract Inclusions METRO, ODOT and MULTNOMAH COUNTY shall include language substantially similar to the language contained in Exhibits B and C, Federal Certifications, in all contracts and subcontracts entered into pursuant to this Agreement.

F. Documents are Public Records ODOT, METRO and MULTNOMAH COUNTY shall be entitled to copies of all records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with this project, and these shall become public records subject to disclosure.

G. Project Records The parties, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to ODOT's, METRO's, and MULTNOMAH COUNTY'S books, documents, papers, records, time sheets, accounting records and any other materials which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies will be reimbursed by the requesting party.

9. Specific Provisions between METRO and MULTNOMAH COUNTY for Work Plan in Exhibit A

A. MULTNOMAH COUNTY Work Plan MULTNOMAH COUNTY shall be compensated by METRO for actual work performed as specified in Exhibit A, Work Scope, not to exceed the total amount

of \$24,000 (\$30,000 federal less \$6,000 local match). In the event the costs for the actual work for any individual task are projected to exceed the amount budgeted for that task in the project budget, MULTNOMAH COUNTY's Project Manager shall obtain written approval from ODOT and METRO's Project Manager for the applicable budget reallocation within the total project budget prior to exceeding the amount budgeted for that task.

B. Method of Payment For Work Completed MULTNOMAH COUNTY shall send METRO monthly invoices at 100 percent for the actual work MULTNOMAH COUNTY has completed for each Work Element up to the limits specified in Section 9A above. The invoice shall be in a format specified by METRO. These invoices shall document direct salary and fringe benefit costs and direct non-salary costs of MULTNOMAH COUNTY itemized by Work Elements as specified in the Scope of Services in Exhibit A.

METRO will review invoices for consistency with the Scope of Services in Exhibit A and will approve or reject as is appropriate. Upon approval and receipt of federal funds, METRO will compensate MULTNOMAH COUNTY for 80 percent of the billing amount (100% less 20 percent local match). Invoices which METRO does not approve will be returned MULTNOMAH COUNTY with an explanation of the reason(s) for rejection.

C. Liability and Indemnity To the extent permitted by Oregon law, MULTNOMAH COUNTY shall indemnify METRO for, and hold METRO harmless from, all claims arising out of the wrongful acts of or omissions by the MULTNOMAH COUNTY's officers, employees, or agents, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

To the extent permitted by Oregon law, METRO shall indemnify MULTNOMAH COUNTY for, and hold MULTNOMAH COUNTY harmless from, all claims arising out of negligent acts or omissions by METRO or METRO's officers, employees, or agents, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

D. Termination for Convenience METRO or MULTNOMAH COUNTY may terminate all or part of the Agreement pertaining to Exhibit A Work Plan upon determining that termination is in the best interest of either party. Termination under this paragraph shall be effective upon delivery of written notice of termination.

Upon termination, MULTNOMAH COUNTY shall be entitled to payment for MULTNOMAH COUNTY staff services and consultant expenses completed before termination, and to payment for all reasonable contract close-out costs. Within thirty (30) days after notice of termination, MULTNOMAH COUNTY shall submit an itemized invoice to METRO for all unreimbursed work completed before termination. METRO shall not be liable for any costs invoiced later than thirty (30) days after termination unless MULTNOMAH COUNTY can show good cause beyond its control for the delay.

E. Project Records MULTNOMAH COUNTY shall establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the contract scope of services and MULTNOMAH COUNTY staff services. To facilitate the administration of the project, separate accounts shall be established and maintained within METRO's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Project Account." MULTNOMAH COUNTY shall charge to a Project Account all eligible costs of the project. Costs in excess of the latest approved budget, or not performed in accordance with this Intergovernmental Agreement, or attributable to actions which have not received the required approval of METRO, shall not be considered eligible costs.

F. Audits and Inspections and Retention of Records In accordance with A-87 a final determination of the allowance of costs charged to the project may be made on the basis of an audit or other review. METRO shall notify MULTNOMAH COUNTY of any disallowed amounts stating the reasons therefore. Any funds paid to MULTNOMAH COUNTY in excess of the amount to which MULTNOMAH COUNTY is finally determined to be entitled under the terms of this Agreement constitute a debt to METRO, and shall be returned by MULTNOMAH COUNTY to METRO. MULTNOMAH COUNTY will promptly provide METRO's Accounting Division with a copy of any subsequent single audit report for this project as required by the Single Audit Act of 1984 and thereby demonstrate full and complete compliance with all grant requirements.

G. Independent Agency MULTNOMAH COUNTY is an independent contractor for all purposes; and neither the employees of MULTNOMAH COUNTY nor any of its contractors, subcontractors, and the employees thereof, shall in any manner be deemed to be the employees of METRO. As such, the employees of MULTNOMAH COUNTY, its contractors, and subcontractors shall not be subject to any withholding for tax, social security, or other purposes by METRO, nor shall such contractor, subcontractor, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation of the like from METRO.

H. Quality of Work MULTNOMAH COUNTY agrees that all work it performs shall be completed in a manner consistent with standards prevailing in the industry for similar work. In this regard, MULTNOMAH COUNTY will make every effort to understand METRO's intent with respect to the quality of work expected for this project, and to undertake its work accordingly. Time of performance will be a critical factor in the success of this effort. MULTNOMAH COUNTY shall make every effort to comply with the Work Scope in Exhibit A during its performance of activities under this Agreement's time lines.

I. Labor and Material MULTNOMAH COUNTY shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the

proper execution and completion of all tasks identified in the Work Scope in Exhibit A, all at no cost to METRO other than the compensation provided in this Agreement.

This Agreement includes the entire agreement of the parties and supersedes all prior or contemporaneous agreements or communications regarding the same subject. This Agreement may be modified only in writing signed by an authorized representative of each party. This Agreement is valid only with all authorized signatures below and on Federal Certifications contained in Exhibits B and C.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year of the final authorized signature.

MULTNOMAH COUNTY

By: *Beverly Stein*
Name: Beverly Stein
Title: County Chair
Date: April 11, 1996

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-9 DATE 4/11/96
DEB BOGSTAD
BOARD CLERK

REVIEWED:

By: Sandra Duffy
Name: *Sandra Duffy*
Title: *Chief Asst Co Counsel*
Date: *3-29-96*

METRO

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM;

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

**WORK PLAN FOR LOCAL AGENCY SUPPORT
OF PRE-PROJECT STUDY OF CONGESTION PRICING**

**BUDGET SUMMARY/STAFF SUPPORT SERVICES
MULTNOMAH COUNTY**

Budget Summary for Metro/Multnomah Co. Match Agreement

	Total	20% Match	Federal Share
1) Staff Support services (Phase 1)	\$20,000	\$4,000	\$16,000
2) Staff Support services (Phase 2)	\$10,000	\$2,000	\$8,000
Total Budget for Multnomah Co. Match	\$30,000	\$6,000	\$24,000

Work Plan for Multnomah Co. Staff Support Services

Metro will be conducting a two-phase pre-project study of congestion pricing in the Portland area. Each phase will include public involvement and technical work tasks. Local agencies will assist Metro in formulating and modifying consultant work requests and reviewing consultant work products during each phase of the study.

Note: Multnomah Co. agrees to invoice Metro for all services performed in accordance with this work plan at a 100 percent rate. Metro will reimburse Multnomah Co. at 80 percent (100 percent invoice less the 20 percent local match requirement) up to a maximum of \$24,000.

Phase 1 (18 months)

Multnomah County agrees to:

1) Provide staff to review consultant work products and provide input into the following technical work elements:

- Development of baseline model data on regional travel patterns and system supply and demand conditions.
- Development of alternative scenarios and appropriate ranking criteria.
- Modification of the regional travel forecasting model to incorporate results from "stated preference" survey.
- Analysis and ranking of congestion pricing alternatives.

2) Provide staff to review consultant work products and provide input into the following public involvement work elements:

- Public opinion research using random telephone surveys and focus groups.
- Sponsor and/or assist Metro with public meetings and public workshops to introduce congestion pricing to the public and to get the public involved in the selection and analysis of alternatives.

Phase 2 (6 months)

Multnomah County agrees to:

1) Provide staff to review consultant work products and provide input into the following technical work elements:

- Development of conceptual designs for the highest ranking alternatives from Phase 1.
- Assist Metro in analyzing and selecting the recommended alternative.

2) Provide staff to review consultant work products and provide input into the following public involvement work elements:

- Assist Metro by sponsoring and/or assisting with public meetings and workshops to select the recommended alternative.

EXHIBIT B

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- a. Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- b. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

AGENCY OFFICIAL CERTIFICATION (METRO)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- a. Employ, retain or agree to employ or retain, any firm or person, or
- b. Pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

FEDERAL PROVISIONS METRO

I. Certification of Noninvolvement in Any Debarment and Suspension

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from covered transactions by any Federal Department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency and dates of action. If additional space is required, attach another page with the following heading: ***Certification Exceptions continued, Contract Insert.***

Exceptions:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. Instructions for Certification Regarding Debarment, Suspension and Other Responsibility Matters -- Primary Covered Transactions

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he/she cannot provide the certification set out below. This explanation will be considered in connection with Metro determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when Metro determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or Metro may terminate this transaction for cause or default.
4. The Contractor shall provide immediate written notice to Metro to whom this proposal is submitted if at

any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Oregon Department of Transportation's Program Section (telephone: 503/986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by Metro entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled "Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," provided by Metro entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U.S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Exception for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or Metro may terminate this transaction for cause or default.

III. Addendum to Form FHWA-1273, Required Contract Provisions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

Appendix B of 49 CFR Part 29 -

**Appendix B -- Certification Regarding
Debarment, Suspension, Ineligibility and
Voluntary Exclusion -- Lower Tier
Covered Transactions**

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Metro with which this transaction originated may pursue available remedies, including suspension and/or disbarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by Metro with which this transaction originated.
6. The prospective lower tier participant further agreed by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or Metro with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. Employment

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or

any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Metro shall have the right to annul this Contract without liability, or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Contractor shall not engage, on a full or part-time basis, or other basis, during the period of the Contract, any professional or technical personnel who are, or have been at any time during the period of this Contract, in the employ of Metro, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Metro shall be entitled to rely on the accuracy, competence and completeness of Contractor's services.

V. Nondiscrimination

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation

relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.

3. Nondiscrimination in Employment (title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment

because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information and his facilities as may be determined by Metro, Oregon Department of Transportation or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
 5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination

provisions of the Contract, Metro shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Metro or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, Metro may, at its option, enter into such litigation to protect the interests of Metro, and, in addition, Contractor may request Metro to enter into such litigation to protect the interests of the State of Oregon.

VI. Disadvantaged Business Enterprise (DBE) Policy

In accordance with Title 49, Code of Federal Regulations, Part 23, or as may be amended (49 CFR 23), Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE Policy Statement

DBE Policy. It is the policy of the Metro that Disadvantaged Business Enterprises as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this Contract.

DBE Obligations. Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts.

The DBE Policy Statement shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Metro that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Metro and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Metro the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Metro.

Any DBE participation attained after the DBE goal has been satisfied should be reported to Metro.

DBE Definition. Only firms certified by the Executive Department, State of Oregon may be utilized to satisfy this obligation.

Contractor's DBE Contract Goal

DBE Goal 0 Percent

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project for this project as required by ORS 200.045.

VII. Lobbying

The Contractor certifies, by signing this agreement to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of

Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he/she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

I:\ADMIN\KAREN\ODOT-FED.RGS

MEETING DATE: APR 4 1996 APR 11 1996

AGENDA #: R-8 R-10

ESTIMATED START TIME: 10:40

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: MULTNOMAH COUNTY ANIMAL CONTROL CODE

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: Thursday, April 4, 1996

AMOUNT OF TIME NEEDED: 20 minutes

DEPARTMENT: Environmental Services

DIVISION: Animal Control Division

CONTACT: David R. Flagler

TELEPHONE #: 248-3790 x234

BLDG/ROOM #: 324

PERSON(S) MAKING PRESENTATION: David R. Flagler

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Multnomah County Animal Control Ordinance Revision

4/2/96 copies of ordinance to Dave Flagler
& ordinance distribution list

BOARD OF
COUNTY COMMISSIONERS
96 MAR 26 AM 9:07
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED

OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: Robert E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222




Multnomah County

Department of Environmental Services
Animal Control Division
1700 W. Columbia River Highway
Troutdale, OR 97060-1093
(503) 248-3790 ext. 234 Fax: (503) 248-3002
email: MultCo@aol.com

Board of County Commissioners

Beverly Stein - Chair of the Board
Dan Saltzman - District 1 Commissioner
Gary Hansen - District 2 Commissioner
Tanya Collier - District 3 Commissioner
Sharron Kelley - District 4 Commissioner

TO: BOARD OF COUNTY COMMISSIONERS
FROM: 
DAVID R. FLAGLER, ANIMAL CONTROL DIVISION MANAGER
TODAY'S DATE: FEBRUARY 23, 1996
REQUESTED PLACEMENT DATE: MARCH 28, 1996
RE: ANIMAL CONTROL ORDINANCE REVISION

I. Recommendation / Action Requested:

Approve Animal Control Ordinance as revised.

II. Background / Analysis:

In response to the October 10, 1994, David M. Griffith "Costs, Fees and Revenue" survey, Commissioner Tanya Collier commissioned an "Animal Control Management Study". She recommended that the Animal Control Advisory Committee evaluate the animal control ordinance to make sure that it reflected the current needs of Multnomah County residents. The Animal Control Advisory Committee (ACAC) agreed to review the ordinance.

After a sixteen month review, the ACAC is submitting this ordinance for BCC approval.

III. Financial Impact:

The Dangerous Animal Facility fee is increased from \$142 to \$200 so as to maintain continuity with the Potentially Dangerous Dog program. This ordinance provides for Level 5 Potentially Dangerous Dogs to be placed in a Dangerous Animal Facility instead of being destroyed. This ordinance provides for the collection of rental fees and deposits for humane traps. The financial impact is relatively minor and no budget modification is necessary for FY96-97.

IV. Legal Issues:

This is a revision of MCC 8.10.

V. Controversial Issues:

Any ordinance change that affects people's pets become controversial; however, the intent of this ordinance is to reduce the controversy of the present ordinance. Issues of note are:

- Greater authority is given to the Director to resolve animal nuisance problems.
- A provision to allow pet owners and complainants to reach a civil compromise.
- A provision for Level 5 Potentially Dangerous Dogs to be maintained in a Dangerous Animal Facility instead of being destroyed.
- A provision that prohibits an animal being transported in an automobile or truck in an unsafe manner.
- A provision that gives the Director the responsibility to resolve ownership conflicts dealing with pets.
- A new section allows the Director to impound Public Nuisance animals so that neighborhoods can enjoy immediate relief from animal nuisance problems. The animals are impounded pending a Hearing.
- The Spay / Neuter Subsidy program has been changed from 10% of licensing revenues to \$25,000.

VI. Link to Current County Policy:

This ordinance revision is consistent with the County's commitment to meeting the needs of our community.

VII. Citizen Participation:

This ordinance revision is the product of the Animal Control Advisory Committee. The ACAC allowed for citizen testimony at ACAC meetings; however, the BCC should anticipate considerable citizen testimony at the board meeting.

VIII. Other Government Participation:

It will be necessary for the Cities of Portland, Gresham and Troutdale to adopt this ordinance. Each jurisdiction has a position on the Animal Control Advisory Committee and their representative is responsible for keeping their individual jurisdiction informed. If the BCC approves this ordinance, these jurisdictions will be contacted for their adoption of this ordinance.

ORDINANCE FACT SHEET

Ordinance Title: MULTNOMAH COUNTY ANIMAL CONTROL CODE

Title 8 Health - Chapter 8.10.ANIMAL CONTROL

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

To update the ordinance to current community standards.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

None.

What has been the experience in other areas with this type of legislation?

N/A

What is the fiscal impact, if any?

Minimal effect to budget. One change to increase the cost of exotic facility permits.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: _____

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: Lawrence K. Nicholas

Multnomah County Animal Control Code

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance amending Multnomah County Animal Control Code 8.10.005 et. seq.

(Language ~~lined through~~ is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section I. AMENDMENT

MCC 8.10.010 is amended and added to as follows:

(A) Animal means any ~~dog, cat, exotic, wild or dangerous animal, or livestock~~ non-human vertebrate.

(B) *Animal at Large* means any animal, excluding licensed and sterile cats, that:

~~(1) Is is not~~ physically restrained, on private property (including motorized vehicles) ~~with the permission of the property owner,~~ in a manner that physically prevents the animal from leaving that property or reaching any public areas; or, is not physically restrained when on public property, or any public area, and

~~(2) Is not restrained by a leash, tether or other physical control device not to exceed eight feet in length and under the physical control of a capable person.~~

~~(C)(V)~~ *Aggressively Bites* means any dog bite that breaks the skin and is accompanied by an

attack where the dog exhibits ~~overt~~ behavior including that includes, but not limited to any combination of the following: snarling, baring teeth, chasing, growling, snapping, pouncing, lunging, multiple attacks, multiple lunges, or multiple bites.

~~(D)(C)~~ *Board* means the Multnomah County board of county commissioners.

Multnomah County Animal Control Code

1 (E) Chronic Safety Nuisance is demonstrated by the issuance of two (2) or more Notice of

2 Infractions or Citations for:

3 (1) violation of M.C.C. 8.10.270 relating to the same dog, or

4 (2) any Dangerous Animal that is not confined as required by law, or

5 (3) any other violation of this Chapter based on Animal behavior that causes a substantial risk
6 to public safety.

7 (F) Chronic Noise Nuisance is demonstrated by the issuance of two (2) or more Notice of

8 Infractions or Citations for violation of M.C.C. 8.10.190(b)6 and the receipt of multiple

9 complaints from more than one (1) household in close proximity to the animal's location.

10 (G) Exotic, Wild or Dangerous Animal means any Animal, including insects, which is not

11 commonly domesticated, or which is not native to North America, or which, irrespective of

12 geographic origin, is of a wild or predatory nature, or any domesticated Animal, which

13 because of its size, vicious nature or other characteristics would constitute an unreasonable

14 danger to human life or property if not kept, maintained or confined in a safe and secure

15 manner. A dog that has engaged in the behaviors specified in MCC 8.10.271.

16 (H) Exotic, Wild or Dangerous Animal Facility means any site for the keeping of one or more

17 exotic, wild or Dangerous Animals.

18 (D) Dog facility means any site, as identified by a mailing address, where more than three dogs of

19 licensable age are kept, whether the animals are the property of the site owner or of other

20 persons.

21 (I)(E) Director means the Director of the department of environmental services of Multnomah

22 County or the Director's designee.

23 (J)(F) Euthanasia means putting an animal to death in a humane manner.

Multnomah County Animal Control Code

1 (K) Facility is a site operated or used for:

2 (1) Boarding, training or similar purposes for varying periods of time.

3 (2) For the purpose of breeding, buying, selling, or bartering of dog and/or cats.

4 (3) Facility operated by an animal welfare/rescue organization.

5 (4) Breeding of dogs and/or cats for the preservation of the breed.

6 (L)(H) Hearing Officer means a person appointed by the chair to hear appeals decisions of the
7 Director concerning violations of this chapter, or license denial or revocation under MCC
8 8.10.100 through 8.10.145.

9 (M) Immediate Health Hazard exists if at any given location there are conditions that the Director
10 determines warrant immediate intervention; such conditions include, but are not limited to
11 inadequate sanitation, untreated disease, or animals in numbers greater than the Animals'
12 Owner or Keeper can reasonably care for.

13 (N)(Y) Keeper means any person or legal entity who harbors, cares for, exercises control over, or
14 knowingly permits any Animal to remain on premises occupied by that person for a period of
15 time not less than 72 hours or someone who accepted the Animal for the purpose of safe
16 keeping.

17 (O)(X) Liability Insurance means public liability insurance in a single incident amount of not less
18 than \$50,000.00 for bodily injury to or death of any person or persons or a cash bond or
19 irrevocable letter of credit in the amount up to \$2,500. The Owner or Keeper shall be
20 required to provide the Director with certification of insurance within ten days of receiving
21 notification of classification. Such policy shall provide that no cancellation of the policy will
22 be made unless ten days' written notice is given to the Director by certified mail.

Multnomah County Animal Control Code

1 ~~(P)(J)~~ *Livestock* means Animals kept for husbandry, including but not limited to fowl, horses,
2 mules, burros, asses, cattle, sheep, goats, llamas, emu, ostriches, swine and other farm ~~hoofed~~
3 domesticated Animals, excluding dogs and cats.

4 ~~(Q)(K)~~ *Livestock Facility* means any site ~~facility~~ for the keeping of Livestock.

5 ~~(R)(Z)~~ *Minimum Care* has the meaning as provided in ORS 167.310 (8) (1995) (2) (1991).

6 ~~(S)(L)~~ *Muzzle* means a device constructed of strong, soft material or a metal muzzle that complies
7 with specifications to be adopted as administrative rules by the Director. The muzzle must be
8 made in a manner that will not cause injury to the dog or interfere with its vision or
9 respiration but must prevent it from biting any person or animal.

10 ~~(T)(M)~~ *Owner* means any Person or legal entity having a possessory property right in the Animal
11 or any Person who has been a Keeper of an Animal for more than 90 days.

12 ~~(U)~~ *Permit*, for the purpose of MCC 8.10.190, shall include human conduct that is intentional,
13 deliberate, careless, inadvertent or negligent in relationship to an Animal.

14 ~~(V)(N)~~ *Person* means any natural person, association, partnership, firm or corporation.

15 ~~(W)(O)~~ *Pet License* means a license for any owned Animal ~~dog or cat~~ that is of licensable age.

16 ~~(X)(W)~~ *Physical Device or Structure* means a tether, trolley system, other physical control device
17 or any structure made of material sufficiently strong to adequately and humanely confine the
18 Animal ~~dog~~ in a manner that would prevent it from escaping the premises.

19 ~~(Y)(R)~~ *Physical Injury* means physical impairment of ~~physical condition or substantial~~ as
20 evidenced by pain which is accompanied with scrapes, cuts, punctures, bruises or physical
21 pain or other evidence of physical impairment ~~injury~~.

22 ~~(Z)(P)~~ *Potentially Dangerous Dog* means any dog ~~Animal~~ that is a member of the canine family
23 ~~and~~ has been found to have engaged in any of the behaviors specified in MCC 8.10.270.

Multnomah County Animal Control Code

1 (AA) Public Nuisance Animal is an Animal that has been determined by the Director to be a
2 Chronic Noise Nuisance, or a Chronic Safety Nuisance, or an Animal that is subjected to an
3 Immediate Health Hazard.

4 (BB)(Q) A Secure Enclosure shall be:

5 (1) A fully fenced pen, kennel or structure that shall remain locked with a padlock or
6 combination lock. Such pen, kennel or structure must have secure sides, minimum of five
7 feet high, and the Director may require a secure top attached to the sides, and a secure
8 bottom or floor attached to the sides of the structure or the sides must be embedded in
9 the ground no less than one foot. The structure must be in compliance with the
10 jurisdiction's building code; or

11 (2) A house or garage. When dogs are kept inside a house or garage as a Secure Enclosure,
12 the house or garage shall have latched doors kept in good repair to prevent the accidental
13 escape of the dog. A house, garage, patio, porch or any part of the house or structure is
14 not a Secure Enclosure if the structure would allow the dog to exit the structure on its
15 own volition.

16 (CC)(S) Serious Physical Injury means any Physical Injury which creates a substantial risk of
17 death or which causes significant serious and protracted disfigurement, significant protracted
18 impairment of health or significant protracted loss or impairment of the function of any body
19 part or bodily organ.

20 (DD) Service Animal is an Animal that is professionally trained to provide assistance and whose
21 primary function is to provide such service. Service Animals include, but are not limited to
22 guide dogs, police dog and rescue dogs.

Multnomah County Animal Control Code

1 ~~(EE)(T)~~ *Sexually Unreproductive* means being incapable of reproduction ~~by reason of age or~~
2 ~~physical condition, or incapable of being subjected to a medical procedure to be rendered~~
3 ~~unproductive~~ and certified as such by a licensed veterinarian.

4 ~~(FF)(U)~~ *Vicious Animal* means any Dangerous Animal, excluding dogs or cats, which bites any
5 human being or other domestic Animal or which demonstrates menacing behavior towards
6 human beings or domestic animals. ``Vicious Animal" does not include an Animal which
7 bites, attacks or menaces a trespasser on the property of its owner or Keeper or harms or
8 menaces anyone who has tormented or abused it.

9 [Ord. 156 II(2) (1978); Ord. 379 1--3 (1983); Ord. 480 1 (1985); Ord. 517 2 (1986); Ord.
10 591 1 (1988); Ord. 732 1--3 (1992)]

11 Section II. AMENDMENT

12 MCC 8.10.020 is amended as follows;

13 The Board of County Commissioners recognizes that ORS chapter 609 constitutes state law for the
14 regulation of dogs but may be superseded ~~does not apply~~ in home rule counties which provide for
15 regulation by ordinance. The board finds that it is necessary to establish and implement a program for
16 the licensing and regulation of dogs and other animals and facilities which house them, that animals
17 require legal protection, that the property rights of owners or keepers and nonowners of animals
18 should be protected and that the health, safety and welfare of the people residing in Multnomah
19 County would best be served by adoption of such an ordinance.

20 [Ord. 156 I(1) (1977); Ord. 732 3 (1992)]

21 Section III. AMENDMENT

22 MCC 8.10.030 is amended as follows:

Multnomah County Animal Control Code

1 (A) It shall be the responsibility of the Director of the department of environmental services, and
2 those the Director designates, to enforce provisions of this chapter.

3 (B) The Director and persons duly authorized under subsection (2) of ORS 204.635 shall be
4 empowered to exercise the authority of peace officers to the extent necessary to enforce this chapter.

5 (C) Persons designated by the Director to enforce this chapter shall bear satisfactory identification
6 reflecting the authority under which they act, which identification shall be shown to any person
7 requesting it.

8 (D) No person shall intentionally hinder or interfere with or prevent the exercise of any powers
9 conferred under this chapter or the state statutes incorporated into this chapter under MCC 8.10.050
10 nor shall any person knowingly provide false information to the Director. A violation issued under
11 this subsection is a Class C Misdemeanor.

12 (E) The Director may waive or modify any of the standards for licensing of facilities as the Director
13 considers appropriate to meet peculiar requirements of a particular Animal or species.

14 (F) The Director shall be authorized to reduce or waive any fee prescribed by this chapter except
15 those related to licensing and registration.

16 [Ord. 156 III(1) (1977); Ord. 379 4 (1983)]

17 Section IV. AMENDMENT

18 MCC 8.10.035 is amended as follows:

19 (A) Whenever a county animal control officer or person designated by the Director has reasonable
20 grounds to believe that an Animal or facility is in violation of this chapter, that officer shall be
21 authorized to issue the Owner or Keeper notice of civil infraction containing the following
22 information:

Multnomah County Animal Control Code

- (1) The name and address, if known, of the Owner or Person in violation of this chapter and description of the Animal, if applicable; and
- (2) The Code section allegedly violated plus a brief descriptive statement of the nature of the violation; and
- (3) A statement of the amount due as a civil fine for the infraction and notice that the Animal is to be impounded if impoundment is authorized hereunder.
- (4) A statement explaining all fines are due within 30 days of service of the notice;
- (5) A statement advising that if any civil fine is not timely paid, the failure to comply may lead to enhancement of the original fine or additional fines;
- (6) A statement that the determination of violation is final unless appealed by filing a written notice of appeal including a \$25.00 fee with the Director of Animal Control Division department within 20 days of the date of the notice of infraction was served.
- (7) A statement that an admission of infraction would be on record and could lead to the enhancement of fine on any subsequent infraction issued under this chapter as provided under MCC 8.10.900(B).

[Ord. 732 4 (1992)]

Section V. AMENDMENT

MCC 8.10.036 is amended as follows:

The notice of infraction shall be served on the Owner or Keeper of the Animal or Facility in violation of this chapter by personal service or by regular and certified mail with return receipt requested.

[Ord. 732 5 (1992)]

Section VI. AMENDMENT

MCC 8.10.038. is amended as follows:

Multnomah County Animal Control Code

1 (A) Any party who is issued a notice of infraction for any offense listed under MCC 8.10.900(A) may,
2 in lieu of requesting a hearing, admit the infraction and submit the fine as stated on the notice of
3 infraction to the animal control division. The party may attach a written explanation of mitigating
4 circumstances with the payment of the fine.

5 (B) Any written explanations submitted under subsection (A) shall be reviewed by the Hearings
6 Officer. The Hearings Officer shall have discretion to reduce the submitted fine and refund any
7 portion not retained based on the written explanation.

8 (C) When a person issued a notice of infraction for violation of any of the following sections of this
9 chapter: MCC 8.10.190 (B)(2), (6), (11), (12), or (13); or MCC 8.10.191 (A), the violation may be
10 compromised as provided at MCC 8.10.038 (D).

11 (D) If the person injured, damaged or otherwise detrimentally impacted by the commission of the
12 violation; acknowledges in writing any time before the final decision of the Director, Hearings Officer,
13 or a Court of requisite jurisdiction, that the person has received satisfaction for the injury, damage or
14 detrimental impact, the Director, Hearings Officer or Court may in their discretion, on payment of any
15 cost or expense incurred, order the notice of infraction dismissed.

16 (1) The Director, Hearings Officer, or Court when issuing an order to dismiss under this section,
17 may impose additional conditions or requirements upon the party issued the violation, if in their
18 determination the additional requirements are necessary to further protect the public health or
19 safety.

20 (2) Any condition or requirement imposed pursuant to MCC 8.10.038 (D) (1) shall be complied
21 with prior to the entry of the final Order dismissing the notice of infractions(s).

22 (E) The Order authorized by MCC 8.10.038 (D) when made and entered by the Director, Hearings
23 Officer or Court is a bar to another enforcement action for the same violation.

Multnomah County Animal Control Code

1 [Ord. 732 7 (1992)]

2 Section VII. AMENDMENT

3 MCC 8.10.040 is amended as follows:

4 (A) The Director shall operate, maintain or provide for an adequate facility to receive, care for and
5 safely confine any Animal delivered to the Director's custody under provisions of this chapter, which
6 facility shall be accessible to the public during reasonable hours for the conduct of necessary business
7 concerning impounded animals.

8 (B) Any Animal may be impounded and held at the facility when it is the subject of a violation of this
9 chapter, when an Animal requires protective custody and care because of mistreatment or neglect by
10 its Owner or Keeper or when otherwise ordered impounded by a court, a Hearings Officer, or the
11 Director.

12 (C) An Animal shall be considered impounded from the time the Director or the Director's designee
13 takes physical custody of the Animal.

14 (D) Impoundment is subject to the following holding period and notice requirements:

15 (1) An Animal ~~A dog or cat~~ bearing identification of ownership shall be held for 144 hours from
16 time of impoundment. The Director shall make reasonable effort within 24 hours of
17 impoundment by phone to give notice of the impoundment to Owner or Keeper and, if
18 unsuccessful, shall mail written notice within 48 hours of impoundment to the last known
19 address of the Owner or Keeper advising of the impoundment, the date by which redemption
20 must be made and the fees payable prior to redemption release.

21 (2) A dog for which no identification of ownership is known or reasonably determinable shall be
22 held for 72 hours from time of impoundment before any disposition may be made of the Animal.

Multnomah County Animal Control Code

(3) Animals held for periods prescribed under this section, or as otherwise required by ORS 433.340 or 433.390, and not redeemed by the Owner or Keeper, shall be subject to such means of disposal as the Director considers most humane.

(4) Animals delivered for impoundment by a peace officer who removed the Animal from possession of a person in custody of the peace officer shall be held for the period prescribed in paragraph (1) of this subsection. A receipt shall be given the peace officer, who shall deliver the receipt to the person in custody from whom the Animal was taken. The receipt shall recite redemption requirements and shall serve as the notice required by this section.

(E) (1) Any impounded Animal shall be released to the Owner or Keeper or the Owner's or Keeper's authorized representative upon payment of impoundment, care, rabies, vaccination deposits, license fees, past due fines, and all fees and deposits related to potentially dangerous dog regulations with the addition of the following conditions:

(a) Any Animal impounded ~~restrained by court~~ Hearings Officer's or Director's order shall be released to the Owner or Keeper or the Owner's or Keeper's authorized representative upon payment of all fees required in subsection (E)(1) of this section, and upon receipt of a written order of release from the court of competent jurisdiction or the Hearing's Officer or the Director issuing the order.

(b) Any classified Potentially Dangerous Dog shall be released to the Owner or Keeper or the Owner's or Keeper's authorized representative upon payment of all fees required in subsection (E)(1) of this section, and upon verification of satisfactory compliance with the regulations required in MCC 8.10.270 to 8.10.280. Failure to be in satisfactory compliance with the potentially dangerous dog regulations within ten days of impoundment shall result in the Owner or Keeper forfeiting all rights of ownership of the dog to the county.

Multnomah County Animal Control Code

(2) An Animal ~~A dog or cat~~ held for the prescribed period and not redeemed by its Owner or Keeper, and which is neither a Dangerous Animal ~~vicious~~ nor in a dangerous condition of health, may be released for adoption subject to the provisions of MCC 8.10.045.

(3) The Director shall dispose of Animals held for the prescribed period without redemption or adoption only by means of euthanasia, provided, however, that, irrespective of any prescribed holding period, the Director, upon advice of a licensed veterinarian, may dispose of any unhealthy or injured impounded Animal by euthanasia.

(4) Any device attached to any Animal upon impoundment shall be retained, 30 days, by the Director should the Animal be disposed of as provided in paragraph (3) of this subsection. Otherwise, the device shall accompany the Animal when redeemed or adopted.

[Ord. 156 III(2) (1977); Ord. 276 2 (1981); Ord. 379 5, 6 (1983); Ord. 591 4 (1988); Ord. 732 3 (1992)]

Section VIII. AMENDMENT

MCC 8.10.045 is amended as follows:

(A) An Animal ~~A dog or cat~~ may be released for adoption or transferred to another adoption agency, approved by the Director, subject to the following conditions:

(1) The adoptive Owner or Keeper shall agree in writing to furnish proper care to the Animal ~~dog or cat~~ in accordance with this chapter;

(2) Payment of required fees; however, including any medical care costs incurred during impoundment Animals transferred to another adoption agency are exempt from the requirement of paying adoption fees;

Multnomah County Animal Control Code

- (3) In the case of a fertile dog or cat ~~not sexually unproductive~~, a surgical prepayment deposit in an amount not to exceed \$45.00 refundable upon furnishing evidence that the Animal has been rendered Sexually Unproductive; and
- (4) A written agreement by the adoptive Owner or Keeper to render any adopted dog or cat Sexually Unproductive within 30 days of adoption or upon the Animal attaining sexual maturity, whichever event last occurs. Failure to perform the agreement shall be a forfeiture of the amount deposited under paragraph (3) of this section and the Director may require return of the adopted dog or cat to the shelter. It is unlawful to fail to return an adopted Animal as required by the Director.

(B) The Director may decline to release an Animal for adoption under any of the following circumstances:

- (1) The prospective adoptive Owner or Keeper has a history of violations of the animal control ordinance or has been convicted of an Animal related ~~the crime of cruelty to animals~~;
- (2) The prospective adoptive Owner or Keeper has inadequate or inappropriate facilities for confining the Animal ~~dog~~ and for providing proper care to the Animal as set out in MCC 8.10.190;
- (3) The existence of other circumstances which in the opinion of the Director would endanger the welfare of the Animal or the health, safety and welfare of the people residing in Multnomah County. In making a decision under this subsection, the Director shall consider the guidelines adopted by the Multnomah County Animal adoption panel.
- (4) The Animal is a Dangerous Animal.

[Ord. 276 4 (1981); Ord. 379 7 (1983); Ord. 732 3 (1992)]

Section IX. AMENDMENT

Multnomah County Animal Control Code

MCC 8.10.050 is amended as follows:

(A) Pursuant to ORS 609.015(1), this chapter supersedes enforcement in Multnomah County of the following state statutes: ORS 609.010(2), 609.030, 609.040, 609.060, 609.090, 609.092, 609.095, 609.097, 609.100, 609.110, 609.150, 609.155, 609.160, 609.170, 609.180, 609.190.

(B) Enforcement of ORS 433.340--433.390 shall be the responsibility of the Director and the county health officer. ~~Such~~ Provided such enforcement procedures shall comply with the state law and are not subject to the enforcement provisions of this chapter.

[Ord. 732 8 (1992)]

Section X. AMENDMENT

MCC 8.10.054 is amended as follows:

(A) Any party served a notice of infraction or Director's decision or order under this chapter ~~MCC 8.10.275 or 8.10.290~~ may appeal the infraction or Director's decision by submitting a notice of appeal in writing along with the \$25.00 hearing fee to the animal control division within 20 days of the date the notice of infraction or Director's decision or order was served on the party.

(B) Any party whose application for a Facility license or Dangerous Animal Facility license was denied, revoked or issued subject to conditions may appeal the license denial, revocation or conditional approval by submitting a notice of appeal in writing along with the \$25.00 hearing fee to the animal control division within 20 days of the date the denial or conditional approval was mailed to the applicant by certified mail.

~~(C) Any party whose facility license has been revoked may appeal that revocation as provided in subsection (B).~~

[Ord. 732 9 (1992)]

Section XI. AMENDMENT

Multnomah County Animal Control Code

MCC 8.10.055 is amended as follows:

(A) The board shall adopt procedural rules governing the conduct and scheduling of the appeal hearings under this chapter.

(B) Upon the receipt of a timely appeal, animal control division shall set the matter for hearing on the next available date scheduled for animal control hearings.

(C) Any party appealing a notice of infraction or license denial/revocation or Director's decision or order under this chapter shall be given a written notice of the hearing date no less than ten days prior to the scheduled hearing.

(D) The Hearings Officer shall hold a public hearing on any timely appeal from a notice of infraction, Director's decision or order, or the denial/revocation of a facility license. The party who brought the appeal or any other person having relevant evidence concerning the nature of the infraction or license denial/revocation shall be allowed to present testimony and documentary evidence at the hearing. The Hearings Officer may consider mitigating or extenuating circumstances presented on behalf of a party.

(E) If the hearing is held to address a notice of infraction or Director's decision issued under MCC 8.10.275 or 8.10.290, the Hearings Officer shall determine whether the infraction contained in the notice did occur. The Hearings Officer shall have the same authority as the Director under MCC 8.10.275 when conducting Potentially Dangerous dog hearings.

(F) If the hearing is held to address a Facility license condition, denial or revocation, the Hearings Officer shall determine whether the license conditions were rightfully imposed or the license was rightfully denied or revoked as provided under MCC 8.10.120.

(G) The Hearings Officer shall issue a written decision containing findings of fact addressing the allegations contained in the notice of infraction, the Director's decision, or the license denial/revocation under MCC 8.10.100 through 8.10.145. The decision shall clearly state the

Multnomah County Animal Control Code

1 Hearings Officer's conclusion and the reasoning based on the findings of fact. The decision shall be
2 signed and dated by the Hearings Officer and shall be served by personal service or regular and
3 certified mail to the last known address of the party who filed ~~file~~ the appeal. The decision shall be
4 final on the date of personal service or three (3) days after mailing.

5 (H) In all appeals under this chapter the Hearings Officer shall have discretion ordering conditions,
6 restrictions and penalties.

7 (I) Failure of a party to file an appeal as provided in this section or unexcused failure of a party to
8 appear at a duly scheduled hearing shall constitute a waiver by the party of any further appeal under
9 this chapter. Upon the entry of a waiver in the record, the last decision issued by the animal control
10 division shall become final.

11 [Ord. 732 10 (1992)]

12 Section XII. AMENDMENT

13 MCC 8.10.057 is amended as follows:

14 (A) In any appeal wherein the subject Animal ~~has been impounded pending appeal of Director's~~
15 decision to the Hearings Officer, the Owner or Keeper of the Animal shall be required to post a
16 deposit with the Director in the amount of \$100.00 at the time an appeal is requested to apply
17 towards the expense of sheltering the Animal during the appeal process.

18 (B) If an Animal not previously impounded under this chapter is subsequently ordered to be
19 impounded by a Hearings Officer and the Owner or Keeper appeals the hearing officer's decision by
20 writ of review to the circuit court, the Owner or Keeper of the Animal shall be required to post a
21 deposit with the Director in the amount of \$100.00 at the time the notice of intent to file the writ of
22 review is submitted under MCC 8.10.056(B) to apply towards the expense of sheltering the Animal
23 during the pendency of the writ of review proceeding.

Multnomah County Animal Control Code

1 (C) In either situation described above in subsection (A) or (B), if the finding of a violation is upheld
2 on appeal, the Animal's Owner or Keeper shall be liable for the cost of the Animal's impoundment and
3 shall pay all fees incurred for sheltering and caring for the Animal, ~~or forfeit any amount remaining of~~
4 ~~the original deposit~~. If the animal control division's finding is reversed on appeal the deposit shall be
5 refunded.

6 [Ord. 732 12 (1992)]

7 Section XIII. AMENDMENT

8 MCC 8.10.060 is amended as follows:

9 The provisions of MCC 8.10.060 to 8.10.090, shall apply to dogs and cats not covered under a
10 Facility housed, kept or maintained within a dog facility or cat facility subject to licensure under MCC
11 8.10.100 to 8.10.140.

12 [Ord. 156 IV(1) (1977); Ord. 480 2 (1985)]

13 Section XIV. AMENDMENT

14 MCC 8.10.070 is amended as follows:

15 (A) Dogs and cats shall be licensed within 30 days of obtaining the age of six months or within 30
16 days of acquisition by the Owner or Keeper, whichever occurs later.

17 (B) Licenses shall be valid for one, two or three years from date of issuance, at the option of the pet
18 Owner or Keeper and, for dogs, shall require a current rabies inoculation for licensing period selected
19 and shall be issued upon payment of the fee required by MCC 8.10.220.

20 (C) Licenses issued under prior existing Multnomah County ordinances shall remain valid until
21 expiration.

22 (D) The Person who licenses an Animal becomes the Owner or Keeper of record and is responsible
23 for the action or behavior of his or her Animal.

Multnomah County Animal Control Code

1 [Ord. 156 IV(2a) (1977); Ord. 480 3 (1985); Ord. 732 3 (1992)]

2 Section XV. AMENDMENT

3 MCC 8.10.080 is amended as follows:

4 (A) Pet license tags shall be securely displayed upon Animals ~~dogs~~ at all times, except when the
5 Animal ~~dog~~ is confined to the Owner's or Keeper's premises or displayed in an exhibition. Pet owners
6 or keepers shall be allowed to choose the means by which to display the pet license number (tag,
7 collar, tattoo, microchip or another form of identification with the pet license number on it). A pet
8 license tag, with pet license number, shall be issued by the Director. Any additional expenses is to be
9 borne by the pet Owner or Keeper.

10 (B) A pet license is not transferable to another Animal ~~dog or cat~~. The pet license number shall be
11 assigned to the Animal ~~dog or cat~~ and shall remain with the Animal upon transfer to another Owner
12 or Keeper for the life of the Animal license.

13 (C) An Animal displaying a current license from jurisdictions outside Multnomah County, but within
14 the State of Oregon, shall not require licensing under this chapter until expiration of the current
15 license, ~~provided that the dog remains in the possession of the owner or keeper to whom the license~~
16 ~~was duly issued.~~

17 (D) Animal Control may inspect the premises with 5 or more animals to insure that owners or keepers
18 are providing Minimum Care and facilities. A penalty of \$6.00 shall be charged for late renewal of a
19 license. Late renewal is defined as the first day of the month past the due date.

20 (E) ~~A penalty equal to twice the applicable license fee shall be charged to any person who fails to~~
21 ~~apply for an initial Multnomah County license within the times specified in this chapter.~~

22 (F) ~~Any penalty shall be in addition to the applicable license fee and payable at the time of issuance.~~

Multnomah County Animal Control Code

~~1 (G) The pet license number shall be securely displayed upon cats at all times, except when the cat is
2 displayed in an exhibition. Cat owners or keepers shall be allowed to choose the means by which to
3 display the pet license number (tag, collar, tattoo or another form of identification with the pet license
4 number on it). A pet license tag, with pet license number, shall be issued by the director. Any
5 additional expense is to be borne by the cat owner or keeper.~~

~~6 [Ord. 156 IV(2b) (1977); Ord. 195 11 (1979); Ord. 480 5 (1985); Ord. 732 3 (1992)]~~

~~7 Section XVI. AMENDMENT~~

~~8 MCC 8.10.085 is repealed as follows:~~

~~9 (A) All litters, dog and cat, must be registered with the director within four weeks of birth.~~

~~10 Information to be submitted to the director includes date of birth, breed, number of animals in the
11 litter, and name, address and telephone number of owner or keeper.~~

~~12 (B) Upon receipt of the information in subsection (A) above, the director shall provide the owner or
13 keeper with a litter registration number.~~

~~14 (C) Upon registration of the litter, the director shall send to the owner or keeper a transfer record
15 form for each animal in the litter. Upon sale or transfer of each animal in the litter, the litter owner or
16 keeper shall complete the transfer record form and return it to the director. Information on the
17 transfer record form shall include the following: specifics on the animal being transferred, including
18 date of birth, breed, sex and color; litter registration number; litter owner or keeper information,
19 including name, address and telephone number; new owner or keeper information, including name,
20 address and telephone number.~~

~~21 (D) Each dog and cat sold, traded, or otherwise transferred by a pet store, kennel, or other
22 commercial animal establishment shall be reported to the director, on a transfer record form to be
23 provided by the director. Information on the transfer record form shall include specifics on the animal~~

Multnomah County Animal Control Code

1 ~~being transferred, including date of birth, or, if unknown, approximate age, breed, sex, and color;~~
2 ~~information on the animal establishment including name of owner or keeper, name of establishment,~~
3 ~~address and telephone number; and new owner or keeper information, including name, address and~~
4 ~~telephone number.~~

5 [Ord. 379 12 (1983); Ord. 384 2 (1983); Ord. 732 3 (1992)]

6 Section XVII. AMENDMENT

7 MCC 8.10.090 is amended as follows:

8 (A) Fees shall be waived for licenses issued for any Service Animal ~~guide dog~~ upon presentment of an
9 affidavit by the Animal's dog's Owner or Keeper. A Service Animal ~~guide dog~~ license shall be valid
10 for the duration that the dog provides the service or upon retirement due to age or infirmity and life of
11 ~~the dog or~~ so long as the dog remains the property of the person named in the affidavit.

12 (B) License fees for dogs and cats owned by persons aged 65 or older and persons deemed by the
13 Director to be under financial hardship shall be reduced by 50 percent for up to two Animals ~~one dog~~
14 ~~and one cat per household; provided, however, that the surcharge for late application shall be based~~
15 ~~on the applicable, unwaived, license fee for the animal.~~

16 [Ord. 156 IV(2c) (1977); Ord. 480 6 (1985); Ord. 684 3 (1991); Ord. 732 3 (1992)]

17 Section XVIII. AMENDMENT

18 MCC 8.10.100 is amended as follows:

19 (A) A Facility License ~~dog Facility or exotic, wild or d~~ Dangerous Animal facility license shall be
20 ~~granted~~ require a license in accordance with procedures, standards and limitations provided in MCC
21 8.10.100 to 8.10.140, and no such facility may lawfully be operated except upon application and
22 payment of prescribed fees for the license.

Multnomah County Animal Control Code

1 (B) Issuance of the license shall require prior land use approval and shall be in compliance with any
2 land use restrictions or regulations which may apply to the proposed facility operation.

3 (C) The Oregon Humane Society, located at 1067 NE Columbia Boulevard in Portland, Oregon, shall
4 be exempt from the requirements of MCC 8.10.100 to 8.10.140.

5 [Ord. 156 V(1) (1977); Ord. 480 7 (1985)]

6 Section XIX. AMENDMENT

7 MCC 8.10.110 is amended as follows:

8 (A) Application for a Facility License or ~~Wild, Dangerous, or Exotic~~ Animal facility license shall be
9 made upon forms furnished by the Director, shall include all information required therein and shall be
10 accompanied by payment of the required fee.

11 (B) A Facility License or Dangerous Animal facility license shall be valid for one year, ~~two or three~~
12 ~~years~~ from the date of issuance, ~~at the option of the facility owner~~, unless revoked.

13 ~~(C) The fee for the first year shall be reduced by an amount equal to license fees already paid for~~
14 ~~individual dogs, provided, however, no refund shall be given where the amount of license fees paid~~
15 ~~for individual dogs exceeds the facility license fee.~~

16 ~~(D) During the first 365 days after January 21, 1978, persons filing applications and paying the~~
17 ~~required fee for a facility license shall be issued a receipt by the Director which shall constitute a~~
18 ~~preliminary license for the facility, subject to inspection of the facility by the director and final~~
19 ~~approval for operation.~~

20 ~~(C)(E)~~ The Director shall inspect any facility for which a license is sought and, upon determination
21 that the facility and its operation complies with all applicable provisions of this chapter and other
22 applicable local, state and federal laws, shall issue a license which may include one or more conditions
23 of approval and/or operation.

Multnomah County Animal Control Code

1 ~~(D)(F)~~ If the Director fails to approve or deny a fully completed an application within 60 days of its
2 receipt and payment of fees, the application shall be considered approved for the current year, subject
3 only to revocation as provided in MCC 8.10.120.

4 ~~(E)(G)~~ A license shall be conspicuously displayed on the facility premises and a holder of a license
5 shall keep available for inspection by the Director a record of the name, address and telephone
6 number of the Owner or Keeper of each Animal ~~dog~~ kept at the facility, the date each Animal ~~dog~~
7 was received, the purpose therefor, the name and address of the person from whom the Animal ~~dog~~
8 was purchased or received, a description of each Animal ~~dog~~ including species, age, breed, sex and
9 color and the Animal's veterinarian, if known, at the discretion of the Director.

10 ~~(H) A dog or exotic, wild or dangerous animal not on the licensed premises shall bear identification,~~
11 ~~except when taking part in an animal show.~~

12 [Ord. 156 V(2) (1977); Ord. 480 8 (1985); Ord. 732 3 (1992)]

13 Section XX. AMENDMENT

14 MCC 8.10.120 is amended as follows:

15 (A) A license required by MCC 8.10.100 to 8.10.140 may be denied or revoked for any of the
16 following reasons:

17 (1) Failure to comply substantially with any provision of this chapter.

18 (2) Conviction of the Owner or Keeper or any person subject to the Owner's or Keeper's direction
19 or control for the violation of any provision of this chapter or other applicable state or federal
20 law, rule, order or regulation pertaining to any activity relating to Animals.

21 (3) Furnishing false information on an application for a license under this chapter.

22 (B) The Director shall refund 100 ~~50~~ percent of any fee paid upon denial of a license, provided,
23 however, no refund shall be made upon revocation.

Multnomah County Animal Control Code

1 (C) If the Director denies an application for a license or approves subject to conditions, the
2 determination is final unless the applicant appeals the denial or conditional approval.

3 (D) The Director shall investigate any complaint concerning licensed facilities and, upon
4 determination that a license should be revoked, shall serve written notice upon the licensee of that
5 determination by certified mail. The Director's determination shall become final unless appealed.

6 (E) Failure to file a ~~timely~~ request within 20 days, shall terminate any appeal right, and the Director's
7 decision revoking the license shall not be reviewable otherwise.

8 [Ord. 156 V(3) (1977); Ord. 732 3, 13 (1992)]

9 Section XXI. AMENDMENT

10 MCC 8.10.130 is amended as follows:

11 The Director shall not issue a Facility License or ~~Wild, Dangerous, or Exotic~~ Animal Facility license
12 ~~for any facility~~ until a site inspection demonstrates compliance with the standards ~~set forth in this~~
13 ~~section~~, applicable to the nature and species of any Animal to be kept as set forth in this section:

14 (A) Housing structures shall be sound and maintained in good repair to protect Animals from injury,
15 safely confine any Animal housed therein and prevent entry of other Animals.

16 (B) Reliable and adequate electrical service and a potable water supply shall serve the facility.

17 (C) Storage of food supplies and bedding materials shall be designed to prevent vermin infestation
18 ~~infection~~.

19 (D) Refrigeration shall be furnished for perishable foods.

20 (E) Safe and sanitary disposal facilities shall be available to eliminate Animal and food wastes,
21 bedding, dead Animals and debris and to minimize vermin infestation, odors and disease hazards.

22 (F) Cleaning ~~Cleanliness~~ facilities shall be available to Animal caretakers and handlers.

Multnomah County Animal Control Code

1 (G) Interior ambient temperature shall be maintained above 50 degrees Fahrenheit for Animals not
2 acclimatized to lower temperatures.

3 (H) Adequate ventilation shall be maintained to assure Animal comfort by such means as will provide
4 sufficient fresh air and minimize drafts, odors and moisture condensation. Mechanical ventilation must
5 be available when ambient temperatures exceed 85 degrees Fahrenheit, if appropriate.

6 (I) Interior areas shall have adequate natural or artificial lighting provided, however, that primary
7 enclosures for Animals ~~dogs~~ shall be protected from excessive illumination.

8 (J) Interior building surfaces shall be so constructed and maintained to permit sanitizing and prevent
9 moisture penetration.

10 (K) Drainage facilities shall be available to assure rapid elimination of excess water from indoor
11 housing facilities. The design shall assure obstruction-free flow and traps to prevent sewage
12 ~~back-flow backflow~~.

13 (L) Outdoor facilities shall provide protective shading and adequate shelter areas designed to
14 minimize harmful exposure to weather conditions for those Animals not acclimatized to the
15 environment, if appropriate for the species.

16 (M) ~~In addition to the general standards contained in this section, the following standards of care shall~~
17 ~~apply specifically to the keeping of dogs in licensed facilities:~~

18 (1) The primary enclosure shall be of sufficient size to permit each Animal ~~dog~~ housed therein to
19 stand freely, sit, turn about and lie in a comfortable normal position as appropriate for the
20 species. ~~Not more than 12 dogs shall be housed in the same primary enclosure. Each dog~~
21 ~~housed in a primary enclosure shall be provided a minimum floor space equal to the~~
22 ~~mathematical square of the dog's length as measured from the tip of its nose to the base of its~~

Multnomah County Animal Control Code

1 ~~tail plus six inches.~~ An exercise area or means to provide each Animal ~~dog~~ with exercise shall be
2 provided on the premises.

3 ~~(N)(2)~~ When restraining devices are used in connection with a primary enclosure intended to permit
4 movement outside the enclosure, the devices shall be installed in a manner to prevent
5 entanglement with devices of other Animals ~~dogs~~ or objects and shall be fitted to the Animal
6 ~~dog~~ by a harness or well-fitted collar, other than a choke type collar, and shall be of reasonable
7 length. ~~not be shorter than three times the length of the dog as measured from the tip of its nose~~
8 ~~to the base of its tail.~~

9 ~~(O)(3)~~ Animals ~~Dogs~~ shall be fed as often as necessary ~~at least once daily~~ a diet of nutritionally
10 adequate and uncontaminated foods.

11 ~~(P)(4)~~ Potable water shall be continuously available, unless otherwise recommended by a
12 veterinarian in a particular situation.

13 ~~(Q)(5)~~ Cages, rooms, hard-surfaced pens, runs and food and watering receptacles shall be sanitized
14 to prevent disease not less than once every two weeks by washing with hot water (180 degrees
15 Fahrenheit) and soap or detergent, by washing with a combination disinfectant and cleanser, by
16 washing with a detergent followed with a safe, effective disinfectant or by cleaning with steam.
17 Prior to the introduction of Animals ~~dogs~~ into empty enclosures previously occupied, the
18 enclosures shall be sanitized. Animals ~~Dogs~~ shall be removed from the enclosure during the
19 cleaning process and adequate care shall be taken to protect Animals in other enclosures.

20 ~~(R)(6)~~ Excrement shall be removed from primary enclosures a minimum of every 24 hours, or more
21 often, if necessary as ~~as often as necessary~~ to prevent contamination, reduce disease hazards
22 and minimize odors.

Multnomah County Animal Control Code

(S)(7) Animals Dogs housed together in primary enclosures shall be maintained in compatible groups with the following restrictions, except in residential dwelling:

(a) Females in season (estrus) shall not be placed with males except for breeding purposes;

(b) Animals exhibiting vicious behavior shall be housed separately;

(c) Animals six months or less of age shall not be housed with adult Animals other than with their mothers dams, as appropriate for the species;

(d) Animals Dogs shall not be housed with other non-compatible species of Animals; and

(e) Animals Dogs under quarantine or treatment for any communicable disease shall be separated from other Animals dogs.

(T)(8) Programs of disease control and prevention shall be established and maintained.

(U)(9) Each Animal dog shall be seen at least once per 24-hour period by an Animal caretaker.

(V) Owner or Keeper shall comply with the provisions of MCC 8.10.190 (B) 7 and (B) 9.

[Ord. 156 V(4) (1977)]

Section XXII. AMENDMENT

MCC 8.10.140 is amended as follows:

Any facility for keeping of any ~~exotic, wild or a~~ Dangerous Animal, whether or not otherwise licensed under this chapter, shall be licensed subject to MCC 8.10.100 and 8.10.110, and the following requirements:

(A) Animals must at all times be housed in a manner which assures that Animals will not create a public nuisance by reason of noise or emission of offensive odors, present a danger to human life or property, endanger the health of the Animals or create a safety or health hazard to human beings. The facility must meet the standards as described in the Oregon Administrative Rules

Multnomah County Animal Control Code

chapter 603, division 11, sections 700 through 725 as published in 1994 and as is from time to time amended or as required by the Director.

(B) An applicant for a license must demonstrate satisfactory proof to respond in damages for bodily injury or death of any person or for damage to any property which may result from the keeping, owning or control of the Animal. The Director may require posting of an adequate bond or proof of liability insurance to remain in effect during any license period.

(C) A license issued under this section shall be subject to revocation by the Director under MCC 8.10.120.

[Ord. 156 V(5) (1977)]

Section XXIII. AMENDMENT

MCC 8.10.145 is repealed as:

~~(A) A cat facility means any site, as identified by a mailing address, where four or more fertile cats six months of age or older are kept, whether the animals are property of the site owner or of other persons.~~

~~(B) A cat facility shall require a license in accordance with the procedures, standards, and limitations as described herein, and no such facility may lawfully be operated except upon application and payment of prescribed fees for the license.~~

~~(C) A cat facility license shall be valid for one, two and three years from the date of issuance, at the option of the facility owner, unless revoked.~~

~~(D) Application for a cat facility license shall be made upon forms furnished by the director and shall include all information required therein and shall be accompanied by payment of the required fee.~~

~~(E) Animals housed within a cat facility shall be kept in a humane and responsible manner, as provided for in MCC 8.10.190, provided, however, that MCC 8.10.130(M)(7)(c) shall not apply. The~~

Multnomah County Animal Control Code

1 director may inspect any facility for which a license is sought, provided that such inspection is
2 requested for a reasonable time and day, with the consent of the facility owner or keeper.

3 ~~(F) If the director fails to approve or deny an application within 60 days of its receipt and payment of~~
4 ~~fees, the application shall be considered approved for the current year, subject to revocation as~~
5 ~~provided in MCC 8.10.120.~~

6 ~~(G) A license shall be conspicuously displayed on the facility premises and a holder of a license shall~~
7 ~~keep available for inspection by the director an inventory of the cats kept at the facility, including age,~~
8 ~~breed, sex and color, and the animal's veterinarian, if known.~~

9 ~~(H) A cat facility license may be denied or revoked as provided in MCC 8.10.120. In such cases, the~~
10 ~~applicant may appeal the denial or revocation in accordance with the procedure provided in MCC~~
11 ~~8.10.120.~~

12 [Ord. 384 6 (1983); Ord. 480 9 (1985)]

13 Section XXIV. AMENDMENT

14 MCC 8.10.150 is amended as follows:

15 (A) No Animal shall be confined within or on a motor vehicle at any location under such conditions as
16 may endanger the health or well-being of the Animal, including but not limited to dangerous
17 temperature, lack of food, water or attention or confinement with a dangerous Animal.

18 (B) No person shall carry an Animal on the external part of a vehicle if the vehicle is on the roadway
19 and the person carries the Animal:

- 20 (1) upon the hood, fender, running board or other external part of any automobile or truck; or
21 (2) within the open bed of any vehicle commonly known as a pickup truck (that is upon the
22 roadway), unless the dog is cross-tethered or protected by framework, carrier or other device
23 sufficient to keep it from falling from the vehicle.

Multnomah County Animal Control Code

1 ~~(C)(B)~~ Any animal control or peace officer is authorized to remove any Animal from a motor vehicle
2 at any location when the officer reasonably believes it is confined in violation of subsection (A) of this
3 section. Any Animal so removed shall be delivered to the animal control shelter after the removing
4 officer leaves written notice of the removal and delivery, including the officer's name, in a
5 conspicuous, secure location on or within the vehicle. Such additional notice as may be required by
6 subsection (D) of MCC 8.10.040 shall be given upon impoundment of the removed Animal.

7 ~~(D)(C)~~ No animal control or peace officer shall be held criminally or civilly liable for action under this
8 section, provided the officer acts lawfully, in good faith, on probable cause and without malice.

9 [Ord. 156 VI(1) (1977)]

10 Section XXV. AMENDMENT

11 MCC 8.10.160 is amended as follows:

12 (A) Any person who finds and harbors an Animal ~~a dog or cat~~ without knowing the Animal ~~dog or~~
13 ~~cat~~ Owner's or Keeper's identity shall notify the Director and furnish a description of the Animal ~~dog~~
14 ~~or cat~~ within 5 days after the date of finding the Animal.

15 (B) The finder may surrender the Animal to the Director or retain its possession, subject to surrender
16 upon demand of the Director.

17 (C) Records of reported findings shall be retained for six months by the Director and made available
18 for public inspection.

19 (D) If the finder chooses to retain possession of the Animal, the finder shall, within 15 days, cause to
20 be published in a newspaper of general circulation in the county a notice of the finding once each
21 week for two consecutive weeks. Each such notice shall state the description of the animal, the
22 location where the Animal was found, the name and address of the finder and the final date before
23 which such Animal may be claimed. If the finder does not wish to have his or her name and address

Multnomah County Animal Control Code

1 appear in the notice, he or she may obtain a case number from Multnomah County Animal Control
2 and have that number published in the newspaper along with the phone number for Animal Control
3 for contact.

4 (E) If no person appears and claims ownership of the Animal prior to the expiration of 90 days after
5 the date of the notice to the Director under subsection (A) of this section, the finder shall be declared
6 the Owner of the Animal. Any person becoming Owner of any Animal under the provisions of this
7 subsection shall assume the responsibilities of an Owner under this chapter.

8 (F) If within three months of the finder's notice to the Director the Animal's Owner does appear and
9 establish ownership of the Animal, the finder shall surrender possession of the Animal to that Owner,
10 provided, however, that the Owner first tender to the finder payment for all of the finder's reasonable
11 actual costs incurred for giving of notice, providing urgent veterinary care and keeping of the Animal.

12 (G) Any dispute as to ownership or right to possession of the Animal, or as to the amount of the
13 finder's costs, shall be submitted to the Director in writing, who shall promptly decide the matter in
14 writing. Any party aggrieved by the Director's decision may appeal the decision under MCC 8.10.054
15 through 8.10.057.

16 (H) Notwithstanding any other provision in this section, any person who prior to December 31, 1995
17 found and harbored any dog or cat and who notified the Director and furnished a description of the
18 Animal shall be the Animal's Owner if, prior to the expiration of three months after the Director was
19 notified, no person appeared and claimed ownership of the Animal. Any person becoming Owner of
20 any animal under the provisions of this subsection shall assume the responsibilities of an Owner under
21 this chapter.

22 [Ord. 156 VI(2) (1977); Ord. 379 8 (1983); Ord. 732 3 (1992)]

23 Section XXVI. AMENDMENT

Multnomah County Animal Control Code

MCC 8.10.170 is amended as follows:

Any person in physical possession ~~or and~~ control of any Animal off the property of the Animal's Owner or keeper in a public place shall immediately remove excrement or other solid waste deposited by the Animal in any public area or private property in any public area not designed to receive those wastes, including but not limited to streets, sidewalks, parking strips and public parks.

[Ord. 156 VI(3) (1977)]

Section XXVII. AMENDMENT

MCC 8.10.180 is amended as follows:

No person shall knowingly place food of any description containing poisonous or other injurious ingredients in any area reasonably likely to be accessible to Animals, except as provided by law for nuisance, vector, or predator control.

[Ord. 156 VI(4) (1977)]

Section XXVIII. AMENDMENT

MCC 8.10.190 is amended as follows.

(A) For the purposes of this section, unless otherwise limited, the owner is ultimately responsible for the behavior of his or her Animal regardless of whether the owner or another member of the owners household or a household visitor Permitted the Animal to engage in the behavior that is the subject of the violation. the term "permit" shall include human conduct that is intentional, deliberate, careless, inadvertent or negligent in relation to an owned Animal.

(B) It is unlawful for any person to:

- (1) Permit an Animal to become an Animal at Large.
- (2) Permit an Animal to trespass upon property of another.

Multnomah County Animal Control Code

- (3) Keep a Vicious Animal ~~or a dog that has been found to have engaged in level 5 behavior as described in MCC 8.10.270.~~
- (4) Fail to comply with requirements of this chapter which apply to the keeping of an Animal, or Dangerous Animal or any facility where such Animals are kept.
- (5) Permit a dog in season (estrus) to be accessible to a male dog not in the person's ownership except for intentional breeding purposes.
- (6) Permit any Animal unreasonably to cause annoyance, alarm or noise disturbance at any time of the day or night, by repeated barking, whining, screeching, howling, braying or other like sounds which may be heard beyond the boundary of the Owner's or Keeper's property.
- (7) Leave an Animal unattended for more than 24 consecutive hours without Minimum Care.
- (8) Deprive an Animal of proper facilities or care, including but not limited to the items prescribed in ~~paragraphs (1), (2), 3), (4), (6) and (7) of subsection (M) of MCC 8.10.130.~~ Proper shelter shall include a structure that does not leak, will provide protection from the weather and is maintained in a condition to protect the Animals from injury.
- (9) Physically mistreat any Animal either by deliberate abuse or neglect or failure to furnish minimum care, ~~including medical attention.~~
- (10) Permit any Animal to leave the confines of any officially prescribed quarantine area.
- (11) Permit any dog to engage in any of the behaviors described in MCC 8.10.270(A) or (B).
- (12) Permit any dog to engage in any of the behaviors described in MCC 8.10.270(C) through 8.10.270(~~DE~~).
- (13) Permit any dog to engage in the behavior described in MCC 8.10.271.
- (C) For the purpose of this section "Owner" shall mean either Owner or Keeper as defined under this Chapter.

Multnomah County Animal Control Code

1 [Ord. 156 VI(5) (1977); Ord. 517 4 (1986); Ord. 732 3, 14 (1992)]

2 Section XXIX. AMENDMENT

3 MCC 8.10.191 is amended as follows:

4 (A) The failure to comply with any conditions or restrictions lawfully imposed pursuant to a notice of
5 infraction or Director's decision not otherwise stayed under MCC 8.10.056 is a violation of this
6 chapter. Failure to pay the civil fine shall be an a infraction under this section. A notice of infraction
7 issued under this section for failure to comply shall be of the same classification as the original
8 infraction. The first notice of infraction issued under this section shall not be construed as a second
9 offense under MCC 8.10.900(B).

10 (B) Except as provided in MCC 8.10.191(C), all enforcement actions under this section shall be
11 brought before a Hearings Officer.

12 (C) Any enforcement action for failure to comply wherein the circumstances of the failure to comply
13 by the party in violation are determined by the Director to:

- 14 (1) Be a substantial risk to public safety; or
15 (2) Be a substantial risk to the care and treatment of the subject Animal(s); or
16 (3) Be a failure to pay past-due fines on three or more infractions within a 12-month period;
17 shall be brought in the state court as provided under ORS 203.810 and ORS 30.315.

18 (D) Notwithstanding subsection (A) of this section, a notice of failure to comply issued under this
19 section that is based solely on the failure to pay the annual classified dog fee under MCC
20 8.10.280(G), shall be a Class C infraction.

21 [Ord. 732 15 (1992); Ord. 773, 2 (1993)]

22 Section XXX. AMENDMENT

23 MCC 8.10.192 is added as follows:

Multnomah County Animal Control Code

1 (A) Whenever a Public Nuisance Animal, as determined by the Director under this Chapter is found
2 on any premises within the jurisdiction of the County, a written order may be given to the Owner or
3 keeper of the Animal(s), or to the Owner, occupant, person in possession, person in charge, or person
4 in control of the premises where the Animal(s) is(are) located, or a written order may be posted at
5 such premises when none of the above people can be found at the premises. Such order shall be
6 signed by the Director and shall give the person or person to whom it is directed no less than
7 seventy-two (72) hours (three (3) days) nor more than one hundred twenty (120) hours (five (5)
8 days) to remove and abate the nuisance.

9 (B) If, after the time given to comply with the notice has passed, the nuisance has not been abated,
10 the Director may summarily abate the nuisance by ordering impoundment the Animal(s) and assess
11 the cost of such abatement against the Owner or keeper of the Animal(s), or the Owner, occupant,
12 person in possession, person in charge, or person in control of the premises where the Animal(s)
13 is(are) located thereof, to be collected by suit or otherwise, in addition to the penalties for the
14 infraction hereof.

15 (C) It shall be unlawful to fail to comply with an order to abate a nuisance issued as provided in
16 subsection (A) and shall be construed as interference with the Director under MCC 8.10.030 (D).

17 (D) Any party served a written order by the Director under subsection A of this section may appeal
18 the order as provided under MCC 8.10.054. Any Animal impounded pursuant to the order shall not
19 be released until such time as the Director, Hearings Officer, or court of competent jurisdiction orders
20 such release. The appeal under this section may be consolidated with any underlying infractions still
21 pending and eligible for appeal under this chapter.

Multnomah County Animal Control Code

1 (E) (1) Any enforcement action first brought under MCC 8.10.191 (C) shall bar any enforcement
2 action brought under this section in relation to the same event or series of events subject to regulation
3 and enforcement under this Chapter.

4 (2) Notwithstanding MCC 8.10.191 (C), any enforcement action first brought under this section
5 shall bar any enforcement action brought under MCC 8.10.191 (C) in relation to the same event or
6 series of events subject to regulation and enforcement under this Chapter.

7 Section XXXI. AMENDMENT

8 MCC 8.10.200 is repealed as follows:

9 ~~It is unlawful for any person in Multnomah County to:~~

10 ~~(A) Harbor, keep, possess, breed or deal in gamecocks; or~~

11 ~~(B) Knowingly and intentionally, whether for amusement of self or others, or for financial gain,~~

12 ~~cause any animal to fight or injure any other animal, cause it to be fought or injured by any~~

13 ~~other animal or to train or keep for the purpose of training any animal with the intent that the~~

14 ~~animal shall be exhibited combatively with any other animal. Anyone who permits such conduct~~

15 ~~on premises under that person's control, and any person present as a spectator at that~~

16 ~~exhibition, shall be considered a violator of this subsection and subject to punishment upon~~

17 ~~conviction.~~

18 [Ord. 156 VI(6) (1977)]

19 Section XXXII. AMENDMENT

20 MCC 8.10.210 is amended as follows:

21 (A) Owners or keepers of Livestock shall post at an entrance to property containing Livestock a sign

22 to be furnished by the Director which shall display a number assigned by the Director and list the type

23 of livestock contained on the premises.

Multnomah County Animal Control Code

1 (B) The sign shall be posted so that it can be read from the nearest public property.

2 (C) An Owner or Keeper whose Livestock are in violation of this chapter or any other statute
3 pertaining to Livestock shall reimburse the county for any expenses incurred for investigation of the
4 violation if reimbursement is not otherwise provided for in MCC 8.10.230 or other applicable
5 statutes. Reimbursement claims shall be a debt due the county and enforceable as such at law.

6 [Ord. 156 VI(7) (1977); Ord. 732 3 (1992)]

7 Section XXXIII. AMENDMENT

8 MCC 8.10.220 is amended and added to as follows:

9 Fees shall be imposed under this chapter as follows:

10	One	Two	Three
11	Year	Years	Years
12		Discount	Discount
13 (A) Pet licenses:			
14 (1) Dogs:			
15 (a) Fertile	\$ 25.00	\$ 46.00	\$ 60.00
16 (b) Sexually Unreproductive	10.00	17.00	24.00
17 (2) Cats:			
18 (a) Fertile	15.00	25.00	36.00
19 (b) Sexually unreproductive	8.00	14.00	19.00
20 (3) License replacement		3.00	
21 (B) Facilities license:			
22 (1) <u>Facility Dogs</u>	<u>142.00</u>	100.00 200.00	300.00
23 (2) Exotic, wild or d <u>Dangerous animal facility</u>	<u>200.00</u>	142.00	

Multnomah County Animal Control Code

1	(3) Cats	—50.00	—100.00	—150.00
2	(C) County shelter rates:			
3	(1) Impoundment fee dogs:		\$25.00	
4	(2) Impoundment fee, cats		15.00	
5	(3) Animals other than Livestock		15.00	
6	(4) Daily care for any portion of a 24-hour period from time of impoundment:			
7	(a) Dogs		8.00	
8	(b) Cats		5.00	
9	(c) Livestock		8.00	
10	(d) Other animals		5.00	
11	(5) Veterinary fees		<u>25.00</u>	20.00
12	(6) Disposal fees:			
13	(a) Euthanasia and disposal		25.00	
14	(b) Dead Animal disposal		15.00	
15	(c) Release of unwanted Animals by Owner or Keeper		15.00	
16	(d) Release of two or more Animals by Owner or Keeper		25.00	
17	<u>(e) Turn-in of out of County stray cat</u>		<u>5.00</u>	
18	<u>(f) Turn-in of out of County stray dog</u>		<u>10.00</u>	
19	(7) Adoption fees:			
20	(a) Dogs:	(i) Fertile 65.00	(ii) Sterile 25.00	
21	(b) Cats:	(i) Fertile 45.00	(ii) Sterile 20.00	
22	<u>(D) Livetraps Rental:</u>			
23	<u>(1) Cat Trap Deposit fee (per trap)</u>		<u>\$35.00</u>	

Multnomah County Animal Control Code

1	<u>(2) Cat Trap Weekly Rental fee</u>	<u>5.00</u>
2	<u>(3) Dog Trap Deposit fee</u>	<u>200.00</u>
3	<u>(4) Dog Trap Weekly Rental fee</u>	<u>10.00</u>
4	<u>(E) Appeal Hearing:</u>	
5	<u>(1) Fee:</u>	<u>\$25.00</u>
6	<u>(2) Boarding Deposit:</u>	<u>\$100.00</u>
7	<u>(F) Stray Livestock Fees:</u>	
8	<u>(1) Hourly fee (per person):</u>	<u>\$37.00</u>
9	<u>(2) Mileage fee (per mile per vehicle):</u>	<u>\$0.30</u>
10	<u>(G) Potentially Dangerous Dog Classification Fees:</u>	
11	<u>(1) Level 1 (per year):</u>	<u>\$50.00</u>
12	<u>(2) Level 2 and Level 3 (per year):</u>	<u>\$100.00</u>
13	<u>(3) Level 4 (per year):</u>	<u>\$150.00</u>
14	<u>(H) Declassification</u>	
15	<u>(1) Fee:</u>	<u>\$40.00</u>
16	[Ord.-156 VII(1)--(3) (1977); Ord. 195 12 (1979); Ord. 262 1 (1981); Ord. 379 9 (1983); Ord.	
17	384 4 (1983); Ord. 480 10 (1985); Ord. 683 1 (1991); Ord. 732 3 (1992)]	
18	Section XXXIV. <u>AMENDMENT</u>	
19	MCC 8.10.230 is amended as follows:	
20	For the expenses incurred by the county in locating, transporting and otherwise attending any stray	
21	Livestock other than a dog , the Owner or Keeper or other person lawfully claiming the Animal shall	
22	pay to the county a fee in the amount of \$37.00 per person hour plus an additional payment of \$0.30	
23	for each mile traveled by county personnel in locating and transporting the Animal.	

Multnomah County Animal Control Code

1 [Ord. 156 VII(4) (1977); Ord. 262 2 (1981); Ord. 683 2 (1991); Ord. 732 3 (1992)]

2 Section XXXV. AMENDMENT

3 MCC 8.10.260 is amended as follows:

4 Effective January 1, 1996, \$25,000 from January 1, 1984, no less than ten percent of all revenue
5 generated by pet dog licensing and cat registration shall be used solely for public education and low
6 cost spay/neuter programs for the purpose of reducing the number of unwanted Animals in
7 Multnomah County.

8 [Ord. 379 14 (1983); Ord. 384 3 (1983)]

9 Section XXXVI. AMENDMENT

10 MCC 8.10.270 is amended as follows:

11 Classification of a dog ~~A dog may be classified as potentially dangerous, shall be~~ based upon specific
12 behaviors exhibited by the dog. For purposes of MCC 8.10.265 through 8.10.285, behaviors
13 establishing various levels of Potentially Dangerous Dogs ~~potential dangerousness~~ are as follows:

14 (A) Level 1 behavior is established if a dog at large is found to menace, chase, display threatening
15 or aggressive behavior or otherwise threaten or endanger the safety of any person or domestic
16 Animal.

17 (B) Level 2 behavior is established if a dog while at large, causes Physical Injury to any domestic
18 Animal.

19 (C) Level 3 behavior is established if a dog, while confined in accordance with MCC 8.10.010(B),
20 aggressively bites or causes any Physical Injury to any Person.

21 (D) Level 4 behavior is established if:

22 (1) A ~~a~~ dog, while at large,

23 (a) Aggressively Bites or causes Physical Injury to any Person; or a dog, while at large,

Multnomah County Animal Control Code

1 (b) kills a domestic Animal; or

2 (2) A dog classified as a Level 3 Potentially Dangerous Dog that repeats the behavior in subsection
3 (C) of this section after the Owner or Keeper receives notice of the Level 3 classification.-

4 ~~(E) Level 5 behavior is established if:~~

5 ~~(1) A dog, whether or not confined, causes the Serious Injury or death of any person; or~~

6 ~~(2) A dog is used as a weapon in the commission of a crime; or~~

7 ~~(3) A dog classified as a Level 4 potentially dangerous dog that repeats the behavior described in~~
8 ~~subsection (D) of this section after the Owner or Keeper receives notice of the Level 4~~
9 ~~classification.-~~

10 ~~(E)~~(F) Notwithstanding subsections (A) through (~~DE~~) of this section, the Director shall have
11 discretionary authority to refrain from classifying a dog as potentially dangerous, even if the
12 dog has engaged in the behaviors specified in subsections (A) through (E) of this section, if the
13 Director determines that the behavior was the result of the victim abusing or tormenting the dog
14 or was directed towards a trespasser or other similar mitigating or extenuating circumstances.

15 [Ord. 517 3 (1986); Ord. 591 2 (1988); Ord. 732 3 (1992)]

16 Section XXXVII. AMENDMENT

17 MCC 8.10.271 is added to as follows:

18 (A) Classification of a dog as a Dangerous Animal shall be based upon the dog engaging in any of
19 the following behaviors:

20 (1) A dog, whether or not confined, causes the Serious Physical Injury or death of any person; or

21 (2) A dog is used as a weapon in the commission of a crime; or

Multnomah County Animal Control Code

(3) A dog classified as a Level 4 potentially dangerous dog that repeats the behavior described in MCC 8.10.270 (C) or (D) of this section after the Owner or Keeper receives notice of the Level 4 classification.

(B) Notwithstanding subsections (A) of this section, the Director or Hearings Officer shall have discretionary authority to refrain from classifying a dog as a Dangerous Animal, even if the dog has engaged in the behaviors specified in subsection (A) of this section, if the Director or Hearings Officer determines that the behavior was the result of the victim abusing or tormenting the dog or was directed towards a trespasser or other extenuating circumstances that establishes that the dog does not constitute an unreasonable risk to human life or property.

(C) If a dog is classified under this section as a Dangerous Animal, the Director shall have discretion to order the dog not be euthanized provided the dog is placed in a certified Dangerous Animal Facility as defined under this Chapter.

(D) The Director in making a determination under MCC 8.10.271 (C) may consider any relevant evidence that addresses one or more of the following factors:

(1) Whether the dog constitutes an unreasonable risk to human life or property if housed in a Dangerous Dog Facility; or

(2) Whether the dog has been through a certified obedience or other training program; or

(3) Whether the dog is a good candidate for obedience training based upon the testimony of a certified animal trainer or behaviorist, or

(4) The reasonable likelihood of no repeated behavior by the Animal in violation of this Chapter.

Section XXXVIII. AMENDMENT

MCC 8.10.275 is amended as follows:

Multnomah County Animal Control Code

- (A) The Director shall have authority to determine whether any dog has engaged in the behaviors specified in MCC 8.10.270 or 8.10.271. This determination may be based upon an investigation that includes observation of and testimony about the dog's behavior, including the dog's upbringing and the Owner's or Keeper's control of the dog, and other relevant evidence as determined by the Director. These observations and testimony can be provided by Multnomah County animal control officers or by other witnesses who personally observed the behavior. They shall sign a written statement attesting ~~atesting~~ to the observed behavior and agree to provide testimony regarding the dog's behavior if necessary.
- (B) The Director shall have the discretion to increase or decrease a classified dog's restrictions based upon relevant circumstances.
- (C) The Director shall give the dog's Owner or Keeper written notice by certified mail or personal service of the dog's specified behavior, of the dog's classification as a Potentially Dangerous Dog or Dangerous Animal, of the fine imposed, and of the restrictions applicable to that dog by reason of its classification. If the Owner or Keeper denies that the behavior in question occurred, the Owner or Keeper may appeal the Director's decision to the Hearings Officer by filing a written request for a hearing with the Director as provided under MCC 8.10.054.
- (D) Upon receipt of notice of the dog's classification as a Level 1, 2, 3, or 4 Potentially Dangerous Dog or Dangerous Animal pursuant to subsection (C) of this section, the Owner or Keeper shall comply with the restrictions specified in the notice unless reversed on appeal. Failure to comply with the specified restrictions shall be a violation of this chapter for which a fine can be imposed. Additionally, the Director shall have authority to impound the dog pending completion of all appeals.

Multnomah County Animal Control Code

(E) If the Director's decision or the Hearings Officer's decision finds that a dog has engaged in Dangerous Animal Level 5 behavior, the dog shall be impounded pending the completion of a Dangerous Animal facility application or any appeals.

[Ord. 517 3 (1986); Ord. 550 2, 3 (1987); Ord. 591 3 (1988); Ord. 732 3, 16 (1992)]

Section XXXIX. AMENDMENT

MCC 8.10.280 is amended as follows:

In addition to the other requirements of MCC chapter 8.10, the Owner or Keeper of a potentially dangerous dog shall comply with the following conditions:

(A) Dogs classified as Level 1 dogs shall be restrained in accordance with MCC 8.10.010(B) by a physical device or structure, in a manner that prevents the dog from reaching any public sidewalk, or adjoining property and must be located so as not to interfere with the public's legal access to the Owner's or Keeper's property, whenever that dog is outside the Owner's or Keeper's home and not on a leash.

(B) Dogs classified as Level 2 dogs shall be confined within a Secure Enclosure whenever the dog is not on a leash ~~or inside the home of the owner or keeper~~. The Secure Enclosure must be located so as not to interfere with the public's legal access to the Owner's or Keeper's property. In addition, the Director may require the Owner or Keeper to obtain and maintain proof of public liability insurance. In addition, the Owner or Keeper may be required to complete ~~pass~~ a responsible pet ownership program as prescribed ~~test administered~~ by the Director or a Hearings Officer.

(C) Dogs classified as Level 3 or Level 4 dogs shall be confined within a Secure Enclosure whenever the dog is not on a leash ~~or inside the home of the owner or keeper~~. The Secure Enclosure must be located so as not to interfere with the public's legal access to the Owner's or

Multnomah County Animal Control Code

Keeper's property, and the Owner or Keeper shall post warning signs, which are provided by the Director, on the property where the dog is kept, in conformance with rules to be adopted by the Director. In addition, the Director may require the Owner or Keeper to obtain and maintain proof of public liability insurance. The Owner or Keeper shall not permit the dog to be off the Owner's or Keeper's property unless the dog is muzzled and restrained by an adequate leash and under the control of a capable person. In addition, the Director may require the Owner or Keeper to satisfactorily complete a pet ownership program.

(D) Dogs classified as a Dangerous Animal Level 5 dogs as described in MCC 8.10.2710 shall be euthanized or placed in a Dangerous Animal Facility as determined by the Director or Hearings Officer. A dog classified as a Dangerous Animal shall be confined within a Secure Enclosure with a double security gate and shall meet the requirements in subsection (C) above. In addition, the Director or Hearings Officer may suspend, for a period of time specified by the Director or Hearings Officer, that dog Owner's or Keeper's right to be the Owner or Keeper of any dog in Multnomah County, including dogs currently owned by that person.

(E) All dogs classified as Dangerous Animals Level 5 ~~potentially dangerous dogs, and determined by the Director or Hearings Officer to be euthanized~~ shall be euthanized at any time not less than 20 days after the date of classification. Notification to the Director of any appeal to the Hearings Officer as provided for in MCC 8.10.054(A) or to any court of competent jurisdiction shall delay destruction of the dog until a date not less than 15 days after a final decision by the Hearings Officer or final judgment by the court.

(F) To insure correct identification, all dogs that have been classified as potentially dangerous or Dangerous Animals shall may be marked with a permanent identifying mark, micro-chipped,

Multnomah County Animal Control Code

1 photographed, or fitted with a special tag or collar determined ~~provided~~ by the Director at the
2 Owner's expense. The Director shall adopt rules specifying the type of required identification.

3 (G) In addition to the normal licensing fees established by MCC 8.10.220(A)(1) and (2), there shall
4 be an annual fee of \$50.00 for dogs classified at Level 1; and \$100.00 for dogs classified at
5 Level 2 and 3 and; \$150 for dogs classified at Level 4. This additional fee shall be imposed at
6 the time of classification of the potentially dangerous dog, and shall be payable within 30 days
7 of notification by the Director. Annual payment of this additional fee shall be payable within 30
8 days of notification by the Director.

9 (H) The Owner or Keeper of a Potentially Dangerous Dog or dogs classified as Dangerous Animals
10 shall not permit the warning sign to be removed from the Secure Enclosure, and shall not
11 permit the special tag or collar to be removed from the classified dog. The Owner or Keeper of
12 a Potentially Dangerous Dog or dogs classified as Dangerous Animals shall not permit the dog
13 to be moved to a new address or change owners or keepers without providing the Director with
14 ten days' prior written notification.

15 (I) Declassification of Potentially Dangerous Dogs or dogs classified as Dangerous Animals. Any
16 Owner or Keeper of a classified Potentially Dangerous Dog or a dog classified as a Dangerous
17 Animal may apply to the Director, in writing, to have the restrictions reduced or removed.

18 (1) The following conditions must be met:

19 (a) Level 1 or Level 2 dogs have been classified for one year without further incident, or
20 two years for Level 3 or Level 4 dogs, four years for dogs classified as Dangerous
21 Animals; and

22 (b) The Owner or Keeper provides the Director with written certification of satisfactory
23 completion of obedience training for the dog classified, with the Owner or Keeper; and

Multnomah County Animal Control Code

(c) There have been no violations of the specified regulations; and

(d) In addition, the Director may require the dog Owner or Keeper to provide written verification that the classified dog has been spayed or neutered.

(e) Any reclassification request submitted under this subsection must include \$40.00 review fee.

(f) Any other condition ordered by the Director or Hearings Officer at the time of classification.

(2) When the Owner or Keeper of a Potentially Dangerous Dog meets all of the conditions in this subsection, the restrictions for Level 1 and Level 2 classified dogs may be removed. Restrictions for Level 3, ~~and Level 4 dogs, and dogs classified as Dangerous Animals~~ may be removed, with the exception of the Secure Enclosure.

[Ord. 517 3 (1986); Ord. 591 4 (1988); Ord. 732 3, 17 (1992); Ord. 773, 3 (1993)]

Section XXXX. AMENDMENT

MCC 8.10.285 is amended as follows:

Any person who observes or has evidence of behavior as described in MCC 8.10.270 or 8.10.271 shall forthwith notify the Director.

[Ord. 517 3 (1986)]

Section XXXXI. AMENDMENT

MCC 8.10.290 is amended as follows:

(A) The Director or Hearings Officer shall have authority to determine whether any infraction of this chapter warrants other restrictions and conditions be imposed on the party in violation as provided in MCC 8.10.900(C), in addition to the civil fine.

Multnomah County Animal Control Code

(B) This determination may be based upon an investigation that includes observation of and testimony about the circumstances and the nature of the infraction, including the animal's behavior, the Owner's control of the Animal, the care and treatment of the Animal, and other relevant evidence as determined by the Director. These observations and testimony can be provided by Multnomah County Animal Control officers or by other witnesses who personally observed the circumstances. They shall sign a written statement attesting to the observed circumstances and agree to provide testimony, if necessary.

(C) The Director shall give the party in violation written notice by regular and certified mail or personal service of the Director's decision imposing a fine and any conditions or restrictions under this section and MCC 8.10.900(C). The notice shall contain a brief explanation why the additional conditions and restrictions were imposed. If the party wishes to challenge the Director's decision, the party may appeal, as provided under MCC 8.10.054.

[Ord. 732 18 (1992)]

Section XXXXII. AMENDMENT

MCC 8.10.900 is amended and added to as follows:

(A) Violations of the provisions of this chapter shall be classified as provided below.

(1) Class A infractions. Violations of the following sections or subsections shall be Class A infractions:

(a) MCC 8.10.030;

(b) MCC 8.10.150;

(c)(b) MCC 8.10.180;

(d)(e) MCC 8.10.190(B)(3);

(e)(d) MCC 8.10.190(B)(8);

Multnomah County Animal Control Code

1 ~~(f)(e)~~ MCC 8.10.190(B)(9);

2 ~~(g)(f)~~ MCC 8.10.190(B)(10);

3 ~~(h)(g)~~ MCC 8.10.190(B)(12);

4 (i) MCC 8.10.190(B)(13);

5 (j) MCC 8.10.192;

6 ~~(k)(h)~~ MCC 8.10.200.

7 (2) Class B infractions: Violations of the following sections or subsections of this chapter shall be

8 Class B infractions:

9 (a) 8.10.045(A)(4);

10 ~~(a) 8.10.150;~~

11 (b) 8.10.155;

12 (c) 8.10.190(B)(4);

13 (d) 8.10.190(B)(5);

14 (e) 8.10.190(B)(6);

15 (f) 8.10.190(B)(7);

16 (g) 8.10.190(B)(11).

17 (3) Class C infractions. Infractions of the following sections or subsections of this chapter shall be

18 Class C infractions:

19 (a) 8.10.070;

20 (b) 8.10.170;

21 (c) 8.10.190(B)(1);

22 (d) 8.10.190(B)(2);

23 (e) 8.10.210.

Multnomah County Animal Control Code

(4) Except as provided under MCC 8.10.191 and 8.10.192, any other violation of this chapter not listed in this subsection shall be a Class A infraction.

(B) Fines:

(1) Class A infraction. A fine for Class A infraction shall be no less than \$100.00 nor more than \$500.00 for a first offense. The fine for a second Class A infraction committed within 12 months from the date that the first offense was committed shall be no less than \$200.00, nor more than \$500.00. The fine for a third Class A infraction committed within 12 months from the date that the first offense was committed, the fine shall be not less than \$500.00.

(2) Class B infraction. A fine for Class B infraction shall be no less than \$50.00 nor more than \$250.00 for a first offense. If the violator committed either a Class A or B infraction within the 12-month period immediately prior to the date of the second infraction, the fine shall be no less than \$100.00 nor more than \$250.00. If the violator has committed two or more Class A or B infractions within the 12-month period immediately prior to the date of the most recent notice of infraction for a Class B infraction, the fine shall be \$250.00.

(3) Class C infractions: A fine for a Class C infraction shall be no less than \$30.00 nor greater than \$150.00 for a first offense. If the violator has committed a Class A, B, or C infraction within the 12-month period immediately prior to the date of the second infraction, the fine shall be no less than \$50.00 nor more than \$150.00. If the violator has committed two or more Class A, B, or C infractions within the 12-month period immediately prior to the date of the most recent notice of infraction for a Class C infraction, the fine shall be \$150.00.

(C) Additional conditions and restrictions. In addition to the monetary civil penalties imposed for infractions of this chapter, and the regulations applicable under MCC 8.10.280, the Director and the

Multnomah County Animal Control Code

1 Hearings Officer shall have authority to order additional restrictions and conditions upon the party in
2 violation, including but not limited to:

3 (1) Require the Owner or Keeper and Animal violator to satisfactorily complete an obedience
4 program approved by the Director or Hearings Officer at Owner's or Keeper's expense;

5 (2) Require the Owner or Keeper violator to attend a responsible pet ownership program adopted
6 and/or approved by the Director or Hearings Officer, at the Owner's or Keeper's violator's
7 expense;

8 (3) Require the Owner or Keeper of an Animal that unreasonable causes annoyance, as described in
9 8.10.190(B)(6), to keep the Animal inside the Owner or Keeper's residence during hours
10 specified by the Director or Hearings Officer between the hours of 10:00 p.m. and 7:00 a.m.;

11 (4) The Director or Hearings Officer may suspend, for a period of time specified by the Director or
12 Hearings Officer, the animal Owner's or Keeper's right to own or keep any animal in
13 Multnomah County.

14 ~~(4) Any other condition(s) that would reasonably abate the infraction;~~

15 (5) Require the Owner or Keeper to have the Animal surgically sterilized within a time period
16 determined by the Director or Hearings Officer.

17 (6) Any other condition(s) that would reasonably abate the infraction;

18 (D) Late payment penalties. If a civil penalty is unpaid after 30 days, the fine then due shall be

19 increased by 25 percent of the original amount; if the civil penalty is not paid after 60 days, the fine
20 then due shall be increased by 50 percent of the original amount.

21 (E) At the discretion of the Director, any civil penalty(ies) not paid within 30 days from the date of
22 issuance of the notice of infraction may be assigned to a collections agency for collection.

Multnomah County Animal Control Code

1 ~~(F) Ten percent of the fines and penalties collected under this chapter shall be placed in a separate~~
2 ~~fund for the purpose of providing training for animal control personnel.~~

3 [Ord. 156, VIII(1) (1977); Ord. 732 19 (1992); Ord. 773, 4 (1993)]

4 Section XXXXIII. AMENDMENT

5 MCC 8.10.910 is amended as follows:

6 (A) The operation of a facility without a license for which licensing is required under MCC 8.10.100
7 to 8.10.145 shall be a Class A infraction, and, in addition, the Director or Hearings Officer may order
8 removal of the all Animals housed in the facility or allow the facility operator to find suitable homes
9 for the Animals within 30 days ~~which exceed the number allowed under this chapter and require them~~
10 ~~to be removed from the county or to be impounded subject to MCC 8.10.040(D).~~

11 (B) The operation of a facility by a person holding a facility license under MCC 8.10.100 to MCC
12 8.10.145, in violation of any provision of the license ~~this chapter~~ applicable to that license or to the
13 care of the Animals housed in the facility, shall be a Class A infraction; and in addition the Director or
14 Hearings Officer may order removal of any or all Animals from the facility for impoundment subject
15 to MCC 8.10.040(D) or allow the facility operator to find suitable homes for the animals within 30
16 days.

Multnomah County Animal Control Code

1 Approved this _____ day of _____, 1996 being the date of its _____ reading
2 before the Board of County Commissioners of Multnomah County, Oregon.

3 MULTNOMAH COUNTY, OREGON

4 (S E A L)

5 by _____

6 Beverly Stein

7 Multnomah County Chair

8 REVIEWED:

9 LAURENCE KRESSEL, COUNTY COUNSEL
10 for MULTNOMAH COUNTY, OREGON

11

12

13

By





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BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN, CHAIR
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

M E M O R A N D U M

TO: Board of County Commissioners
Beverly Stein, Chair
Tanya Collier
Gary Hansen
Sharron Kelley
Dan Saltzman

FROM: Matthew O. Ryan (106/1530)
Assistant County Counsel

DATE: April 9, 1996

SUBJECT: Supplemental Amendment for Second
Reading of Animal Control Ordinance
on April 11, 1996

COUNTY COUNSEL
LAURENCE KRESSEL
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JACQUELINE A. WEBER

BOARD OF
COUNTY COMMISSIONERS
96 APR 10 AM 9:45
MULTNOMAH COUNTY
OREGON

I have attached proposed amended language for the above referenced ordinance at Section 24 at page 28, lines 18 to 23; and Section 30 at page 34, line 17 to page 35, line 2.

First, the new subsection at page 28, (MCC 8.10.150(B)) relating to animals riding on external parts of motor vehicles has been edited to be shorter and more clearly identify the types of vehicles with open beds subject to animal restraint device requirements.

The second amendment is to the new Public Nuisance Animal Section, MCC 8.10.192, found at page 34 of the ordinance. Subsection MCC 8.10.192(D) has been reformatted to contain two paragraphs (D)(1) and (D)2 and a sentence has been added to (D)(1) at page 34, lines 20 - 23.

This sentence is necessary to clarify that when a violator is cited into state court under MCC 8.10.192(C) all Issues related to that enforcement action shall be addressed in the court proceeding and not otherwise. This is important because it is a waste of resources to have simultaneous proceedings (i.e. an administrative appeal and a court action) pending over identical or closely related subject matter.

cc: David Flagler; Hank Miggins

F:\DATA\COUNSEL\WPDATA\ONE\BDMEM\es

Multnomah County Animal Control Code

★ Non-Substantive
Amendments

4-11-96
B-10

1 director may inspect any facility for which a license is sought, provided that such inspection is
2 requested for a reasonable time and day, with the consent of the facility owner or keeper.
3 ~~(F) If the director fails to approve or deny an application within 60 days of its receipt and payment of~~
4 ~~fees, the application shall be considered approved for the current year, subject to revocation as~~
5 ~~provided in MCC 8.10.120.~~

6 ~~(G) A license shall be conspicuously displayed on the facility premises and a holder of a license shall~~
7 ~~keep available for inspection by the director an inventory of the cats kept at the facility, including age,~~
8 ~~breed, sex and color, and the animal's veterinarian, if known.~~

9 ~~(H) A cat facility license may be denied or revoked as provided in MCC 8.10.120. In such cases, the~~
10 ~~applicant may appeal the denial or revocation in accordance with the procedure provided in MCC~~
11 ~~8.10.120.~~

12 [Ord. 384 6 (1983); Ord. 480 9 (1985)]

13 Section XXIV. AMENDMENT

14 MCC 8.10.150 is amended as follows:

15 (A) No Animal shall be confined within or on a motor vehicle at any location under such conditions as
16 may endanger the health or well-being of the Animal, including but not limited to dangerous
17 temperature, lack of food, water or attention or confinement with a dangerous Animal.

18 (B) No person shall carry an Animal:

19 (1) upon the hood, fender, running board or other external part of any moving motor vehicle; or

20 (2) within the open bed of any moving pickup, flat-bed or similar vehicle, unless the dog is

21 cross-tethered or protected by framework, carrier or other device sufficient to keep it from falling)

22 from the vehicle.

Multnomah County Animal Control Code

1 (A) Whenever a Public Nuisance Animal, as determined by the Director under this Chapter is found
2 on any premises within the jurisdiction of the County, a written order may be given to the Owner or
3 keeper of the Animal(s), or to the Owner, occupant, person in possession, person in charge, or person
4 in control of the premises where the Animal(s) is(are) located, or a written order may be posted at
5 such premises when none of the above people can be found at the premises. Such order shall be
6 signed by the Director and shall give the person or person to whom it is directed no less than
7 seventy-two (72) hours (three (3) days) nor more than one hundred twenty (120) hours (five (5)
8 days) to remove and abate the nuisance.

9 (B) If, after the time given to comply with the notice has passed, the nuisance has not been abated,
10 the Director may summarily abate the nuisance by ordering impoundment of the Animal(s) and assess
11 the cost of such abatement against the Owner or keeper of the Animal(s), or the Owner, occupant,
12 person in possession, person in charge, or person in control of the premises where the Animal(s)
13 is(are) located, to be collected by suit or otherwise, in addition to the penalties for the violation
14 thereof.

15 (C) It shall be unlawful to fail to comply with an order to abate a nuisance issued as provided in
16 subsection (A) and shall be construed as interference with the Director under MCC 8.10.030 (D).

17 (D) (1) Any party served a written order to abate a nuisance as provided in subsection (A) of this /
18 section, may appeal the order as provided under MCC 8.10.054. The appeal under this section may
19 be consolidated with any underlying infraction still pending and eligible for appeal under this chapter.
20 Provided, any challenge to an enforcement action brought under subsection (C) of this section, }
21 including issues relating to the validity of the order to abate the nuisance, shall be joined in one State
22 Court proceeding, and there shall be no further administrative review or appeal except as directed by
23 the Court.

Multnomah County Animal Control Code

1 (2) Any Animal impounded pursuant to the order to abate shall not be released until such time as
2 the Director, Hearings Officer, or Court of competent jurisdiction orders such release.

3 (E) (1) Any enforcement action first brought under MCC 8.10.191 (C) shall bar any enforcement
4 action brought under this section in relation to the same event or series of events subject to regulation
5 and enforcement under this Chapter.

6 (2) Notwithstanding MCC 8.10.191 (C), any enforcement action first brought under this section
7 shall bar any enforcement action brought under MCC 8.10.191 (C) in relation to the same event or
8 series of events subject to regulation and enforcement under this Chapter.

9 Section XXXI. AMENDMENT

10 MCC 8.10.200 is repealed as follows:

11 ~~It is unlawful for any person in Multnomah County to:~~

12 ~~(A) Harbor, keep, possess, breed or deal in gamecocks; or~~

13 ~~(B) Knowingly and intentionally, whether for amusement of self or others, or for financial gain,~~

14 ~~cause any animal to fight or injure any other animal, cause it to be fought or injured by any~~

15 ~~other animal or to train or keep for the purpose of training any animal with the intent that the~~

16 ~~animal shall be exhibited combatively with any other animal. Anyone who permits such conduct~~

17 ~~on premises under that person's control, and any person present as a spectator at that~~

18 ~~exhibition, shall be considered a violator of this subsection and subject to punishment upon~~

19 ~~conviction.~~

20 [Ord. 156 VI(6) (1977)]

21 Section XXXII. AMENDMENT

22 MCC 8.10.210 is amended as follows:

Multnomah County Animal Control Code

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 850

An ordinance amending Multnomah County Animal Control Code 8.10.005 et. seq.

(Language ~~lined through~~ is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section I. AMENDMENT

MCC 8.10.010 is amended and added to as follows:

(A) Animal means any ~~dog, cat, exotic, wild or dangerous animal, or livestock~~ non-human vertebrate.

(B) *Animal at Large* means any animal, excluding licensed and sterile cats, that:

~~(1) Is is not physically restrained, on private property (including motorized vehicles) with the permission of the property owner, in a manner that physically prevents the animal from leaving that property or reaching any public areas; or, is not physically restrained when on public property, or any public area, and~~

~~(2) Is not restrained by a leash, tether or other physical control device not to exceed eight feet in length and under the physical control of a capable person.~~

~~(C)(V)~~ *Aggressively Bites* means any dog bite that breaks the skin and is accompanied by an attack where the dog exhibits ~~overt~~ behavior including that includes, but not limited to any combination of the following: snarling, baring teeth, chasing, growling, snapping, pouncing, lunging, multiple attacks, multiple lunges, or multiple bites.

~~(D)(C)~~ *Board* means the Multnomah County board of county commissioners.

Multnomah County Animal Control Code

1 (E) Chronic Safety Nuisance is demonstrated by the issuance of two (2) or more Notice of

2 Infractions or Citations for:

3 (1) violation of M.C.C. 8.10.270 relating to the same dog, or

4 (2) any Dangerous Animal that is not confined as required by law, or

5 (3) any other violation of this Chapter based on Animal behavior that causes a substantial risk
6 to public safety.

7 (F) Chronic Noise Nuisance is demonstrated by the issuance of two (2) or more Notice of

8 Infractions or Citations for violation of M.C.C. 8.10.190(b)6 and the receipt of multiple

9 complaints from more than one (1) household in close proximity to the animal's location.

10 (G) Exotic, Wild or Dangerous Animal means any Animal, including insects, which is not

11 commonly domesticated, or which is not native to North America, or which, irrespective of

12 geographic origin, is of a wild or predatory nature, or any domesticated Animal, which

13 because of its size, vicious nature or other characteristics would constitute an unreasonable

14 danger to human life or property if not kept, maintained or confined in a safe and secure

15 manner. A dog that has engaged in the behaviors specified in MCC 8.10.271.

16 (H) Exotic, Wild or Dangerous Animal Facility means any site for the keeping of one or more

17 exotic, wild or Dangerous Animals.

18 (D) Dog facility means any site, as identified by a mailing address, where more than three dogs of

19 licensable age are kept, whether the animals are the property of the site owner or of other

20 persons.

21 (I)(E) Director means the Director of the department of environmental services of Multnomah

22 County or the Director's designee.

23 (J)(F) Euthanasia means putting an animal to death in a humane manner.

Multnomah County Animal Control Code

1 (K) Facility is a site operated or used for:

2 (1) Boarding, training or similar purposes for varying periods of time.

3 (2) For the purpose of breeding, buying, selling, or bartering of dog and/or cats.

4 (3) Facility operated by an animal welfare/rescue organization.

5 (4) Breeding of dogs and/or cats for the preservation of the breed.

6 (L)(H) Hearing Officer means a person appointed by the chair to hear appeals decisions of the
7 Director concerning violations of this chapter, or license denial or revocation under MCC
8 8.10.100 through 8.10.145.

9 (M) Immediate Health Hazard exists if at any given location there are conditions that the Director
10 determines warrant immediate intervention; such conditions include, but are not limited to
11 inadequate sanitation, untreated disease, or animals in numbers greater than the Animals'
12 Owner or Keeper can reasonably care for.

13 (N)(Y) Keeper means any person or legal entity who harbors, cares for, exercises control over, or
14 knowingly permits any Animal to remain on premises occupied by that person for a period of
15 time not less than 72 hours or someone who accepted the Animal for the purpose of safe
16 keeping.

17 (O)(X) Liability Insurance means public liability insurance in a single incident amount of not less
18 than \$50,000.00 for bodily injury to or death of any person or persons or a cash bond or
19 irrevocable letter of credit in the amount up to \$2,500. The Owner or Keeper shall be
20 required to provide the Director with certification of insurance within ten days of receiving
21 notification of classification. Such policy shall provide that no cancellation of the policy will
22 be made unless ten days' written notice is given to the Director by certified mail.

Multnomah County Animal Control Code

~~(P)(J)~~ *Livestock* means Animals kept for husbandry, including but not limited to fowl, horses, mules, burros, asses, cattle, sheep, goats, llamas, emu, ostriches, swine and other farm hoofed domesticated Animals, excluding dogs and cats.

~~(Q)(K)~~ *Livestock Facility* means any site facility for the keeping of Livestock.

~~(R)(Z)~~ *Minimum Care* has the meaning as provided in ORS 167.310 (8) (1995) (2) (1991).

~~(S)(L)~~ *Muzzle* means a device constructed of strong, soft material or a metal muzzle that complies with specifications to be adopted as administrative rules by the Director. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but must prevent it from biting any person or animal.

~~(T)(M)~~ *Owner* means any Person or legal entity having a possessory property right in the Animal or any Person who has been a Keeper of an Animal for more than 90 days.

~~(U)~~ *Permit*, for the purpose of MCC 8.10.190, shall include human conduct that is intentional, deliberate, careless, inadvertent or negligent in relationship to an Animal.

~~(V)(N)~~ *Person* means any natural person, association, partnership, firm or corporation.

~~(W)(O)~~ *Pet License* means a license for any owned Animal ~~dog or cat~~ that is of licensable age.

~~(X)(W)~~ *Physical Device or Structure* means a tether, trolley system, other physical control device or any structure made of material sufficiently strong to adequately and humanely confine the Animal ~~dog~~ in a manner that would prevent it from escaping the premises.

~~(Y)(R)~~ *Physical Injury* means physical impairment ~~of physical condition or substantial as evidenced by pain which is accompanied with scrapes, cuts, punctures, bruises or physical pain or other evidence of physical impairment injury~~.

~~(Z)(P)~~ *Potentially Dangerous Dog* means any dog ~~Animal~~ that ~~is a member of the canine family~~ and has been found to have engaged in any of the behaviors specified in MCC 8.10.270.

Multnomah County Animal Control Code

1 (AA) Public Nuisance Animal is an Animal that has been determined by the Director to be a
2 Chronic Noise Nuisance, or a Chronic Safety Nuisance, or an Animal that is subjected to an
3 Immediate Health Hazard.

4 (BB)(Q) A Secure Enclosure shall be:

5 (1) A fully fenced pen, kennel or structure that shall remain locked with a padlock or
6 combination lock. Such pen, kennel or structure must have secure sides, minimum of five
7 feet high, and the Director may require a secure top attached to the sides, and a secure
8 bottom or floor attached to the sides of the structure or the sides must be embedded in
9 the ground no less than one foot. The structure must be in compliance with the
10 jurisdiction's building code; or

11 (2) A house or garage. When dogs are kept inside a house or garage as a Secure Enclosure,
12 the house or garage shall have latched doors kept in good repair to prevent the accidental
13 escape of the dog. A house, garage, patio, porch or any part of the house or structure is
14 not a Secure Enclosure if the structure would allow the dog to exit the structure on its
15 own volition.

16 (CC)(S) Serious Physical Injury means any Physical Injury which creates a substantial risk of
17 death or which causes ~~significant serious and protracted~~ disfigurement, ~~significant protracted~~
18 impairment of health or ~~significant protracted~~ loss or impairment of the function of any body
19 part or bodily organ.

20 (DD) Service Animal is an Animal that is professionally trained to provide assistance and whose
21 primary function is to provide such service. Service Animals include, but are not limited to
22 guide dogs, police dog and rescue dogs.

Multnomah County Animal Control Code

1 ~~(EE)(T)~~ *Sexually Unreproductive* means being incapable of reproduction by reason of age or
2 physical condition, or incapable of being subjected to a medical procedure to be rendered
3 unproductive and certified as such by a licensed veterinarian.

4 ~~(FF)(U)~~ *Vicious Animal* means any Dangerous Animal, excluding dogs or cats, which bites any
5 human being or other domestic Animal or which demonstrates menacing behavior towards
6 human beings or domestic animals. "Vicious Animal" does not include an Animal which
7 bites, attacks or menaces a trespasser on the property of its owner or Keeper or harms or
8 menaces anyone who has tormented or abused it.

9 [Ord. 156 II(2) (1978); Ord. 379 1--3 (1983); Ord. 480 1 (1985); Ord. 517 2 (1986); Ord.
10 591 1 (1988); Ord. 732 1--3 (1992)]

11 Section II. AMENDMENT

12 MCC 8.10.020 is amended as follows;

13 The Board of County Commissioners recognizes that ORS chapter 609 constitutes state law for the
14 regulation of dogs but may be superseded ~~does not apply~~ in home rule counties which provide for
15 regulation by ordinance. The board finds that it is necessary to establish and implement a program for
16 the licensing and regulation of dogs and other animals and facilities which house them, that animals
17 require legal protection, that the property rights of owners or keepers and nonowners of animals
18 should be protected and that the health, safety and welfare of the people residing in Multnomah
19 County would best be served by adoption of such an ordinance.

20 [Ord. 156 I(1) (1977); Ord. 732 3 (1992)]

21 Section III. AMENDMENT

22 MCC 8.10.030 is amended as follows:

Multnomah County Animal Control Code

1 (A) It shall be the responsibility of the Director of the department of environmental services, and
2 those the Director designates, to enforce provisions of this chapter.

3 (B) The Director and persons duly authorized under subsection (2) of ORS 204.635 shall be
4 empowered to exercise the authority of peace officers to the extent necessary to enforce this chapter.

5 (C) Persons designated by the Director to enforce this chapter shall bear satisfactory identification
6 reflecting the authority under which they act, which identification shall be shown to any person
7 requesting it.

8 (D) No person shall intentionally hinder or interfere with or prevent the exercise of any powers
9 conferred under this chapter or the state statutes incorporated into this chapter under MCC 8.10.050
10 nor shall any person knowingly provide false information to the Director. A violation issued under
11 this subsection is a Class C Misdemeanor.

12 (E) The Director may waive or modify any of the standards for licensing of facilities as the Director
13 considers appropriate to meet peculiar requirements of a particular Animal or species.

14 (F) The Director shall be authorized to reduce or waive any fee prescribed by this chapter except
15 those related to licensing and registration.

16 [Ord. 156 III(1) (1977); Ord. 379 4 (1983)]

17 Section IV. AMENDMENT

18 MCC 8.10.035 is amended as follows:

19 (A) Whenever a county animal control officer or person designated by the Director has reasonable
20 grounds to believe that an Animal or facility is in violation of this chapter, that officer shall be
21 authorized to issue the Owner or Keeper notice of civil infraction containing the following
22 information:

Multnomah County Animal Control Code

- (1) The name and address, if known, of the Owner or Person in violation of this chapter and description of the Animal, if applicable; and
- (2) The Code section allegedly violated plus a brief descriptive statement of the nature of the violation; and
- (3) A statement of the amount due as a civil fine for the infraction and notice that the Animal is to be impounded if impoundment is authorized hereunder.
- (4) A statement explaining all fines are due within 30 days of service of the notice;
- (5) A statement advising that if any civil fine is not timely paid, the failure to comply may lead to enhancement of the original fine or additional fines;
- (6) A statement that the determination of violation is final unless appealed by filing a written notice of appeal including a \$25.00 fee with the Director of Animal Control Division department within 20 days of the date of the notice of infraction was served.
- (7) A statement that an admission of infraction would be on record and could lead to the enhancement of fine on any subsequent infraction issued under this chapter as provided under MCC 8.10.900(B).

[Ord. 732 4 (1992)]

Section V. AMENDMENT

MCC 8.10.036 is amended as follows:

The notice of infraction shall be served on the Owner or Keeper of the Animal or Facility in violation of this chapter by personal service or by regular and certified mail with return receipt requested.

[Ord. 732 5 (1992)]

Section VI. AMENDMENT

MCC 8.10.038. is amended as follows:

Multnomah County Animal Control Code

1 (A) Any party who is issued a notice of infraction for any offense listed under MCC 8.10.900(A) may,
2 in lieu of requesting a hearing, admit the infraction and submit the fine as stated on the notice of
3 infraction to the animal control division. The party may attach a written explanation of mitigating
4 circumstances with the payment of the fine.

5 (B) Any written explanations submitted under subsection (A) shall be reviewed by the Hearings
6 Officer. The Hearings Officer shall have discretion to reduce the submitted fine and refund any
7 portion not retained based on the written explanation.

8 (C) When a person issued a notice of infraction for violation of any of the following sections of this
9 chapter: MCC 8.10.190 (B)(2), (6), (11), (12), or (13); or MCC 8.10.191 (A), the violation may be
10 compromised as provided at MCC 8.10.038 (D).

11 (D) If the person injured, damaged or otherwise detrimentally impacted by the commission of the
12 violation; acknowledges in writing any time before the final decision of the Director, Hearings Officer,
13 or a Court of requisite jurisdiction, that the person has received satisfaction for the injury, damage or
14 detrimental impact, the Director, Hearings Officer or Court may in their discretion, on payment of any
15 cost or expense incurred, order the notice of infraction dismissed.

16 (1) The Director, Hearings Officer, or Court when issuing an order to dismiss under this section,
17 may impose additional conditions or requirements upon the party issued the violation, if in their
18 determination the additional requirements are necessary to further protect the public health or
19 safety.

20 (2) Any condition or requirement imposed pursuant to MCC 8.10.038 (D) (1) shall be complied
21 with prior to the entry of the final Order dismissing the notice of infractions(s).

22 (E) The Order authorized by MCC 8.10.038 (D) when made and entered by the Director, Hearings
23 Officer or Court is a bar to another enforcement action for the same violation.

Multnomah County Animal Control Code

1 [Ord. 732 7 (1992)]

2 Section VII. AMENDMENT

3 MCC 8.10.040 is amended as follows:

4 (A) The Director shall operate, maintain or provide for an adequate facility to receive, care for and
5 safely confine any Animal delivered to the Director's custody under provisions of this chapter, which
6 facility shall be accessible to the public during reasonable hours for the conduct of necessary business
7 concerning impounded animals.

8 (B) Any Animal may be impounded and held at the facility when it is the subject of a violation of this
9 chapter, when an Animal requires protective custody and care because of mistreatment or neglect by
10 its Owner or Keeper or when otherwise ordered impounded by a court, a Hearings Officer, or the
11 Director.

12 (C) An Animal shall be considered impounded from the time the Director or the Director's designee
13 takes physical custody of the Animal.

14 (D) Impoundment is subject to the following holding period and notice requirements:

- 15 (1) An Animal ~~A dog or cat~~ bearing identification of ownership shall be held for 144 hours from
16 time of impoundment. The Director shall make reasonable effort within 24 hours of
17 impoundment by phone to give notice of the impoundment to Owner or Keeper and, if
18 unsuccessful, shall mail written notice within 48 hours of impoundment to the last known
19 address of the Owner or Keeper advising of the impoundment, the date by which redemption
20 must be made and the fees payable prior to redemption release.
- 21 (2) A dog for which no identification of ownership is known or reasonably determinable shall be
22 held for 72 hours from time of impoundment before any disposition may be made of the Animal.

Multnomah County Animal Control Code

(3) Animals held for periods prescribed under this section, or as otherwise required by ORS 433.340 or 433.390, and not redeemed by the Owner or Keeper, shall be subject to such means of disposal as the Director considers most humane.

(4) Animals delivered for impoundment by a peace officer who removed the Animal from possession of a person in custody of the peace officer shall be held for the period prescribed in paragraph (1) of this subsection. A receipt shall be given the peace officer, who shall deliver the receipt to the person in custody from whom the Animal was taken. The receipt shall recite redemption requirements and shall serve as the notice required by this section.

(E) (1) Any impounded Animal shall be released to the Owner or Keeper or the Owner's or Keeper's authorized representative upon payment of impoundment, care, rabies, vaccination deposits, license fees, past due fines, and all fees and deposits related to potentially dangerous dog regulations with the addition of the following conditions:

(a) Any Animal impounded ~~restrained~~ by court, Hearings Officer's or Director's order shall be released to the Owner or Keeper or the Owner's or Keeper's authorized representative upon payment of all fees required in subsection (E)(1) of this section, and upon receipt of a written order of release from the court of competent jurisdiction or the Hearing's Officer or the Director issuing the order.

(b) Any classified Potentially Dangerous Dog shall be released to the Owner or Keeper or the Owner's or Keeper's authorized representative upon payment of all fees required in subsection (E)(1) of this section, and upon verification of satisfactory compliance with the regulations required in MCC 8.10.270 to 8.10.280. Failure to be in satisfactory compliance with the potentially dangerous dog regulations within ten days of impoundment shall result in the Owner or Keeper forfeiting all rights of ownership of the dog to the county.

Multnomah County Animal Control Code

(2) An Animal ~~A dog or cat~~ held for the prescribed period and not redeemed by its Owner or Keeper, and which is neither a Dangerous Animal ~~vicious~~ nor in a dangerous condition of health, may be released for adoption subject to the provisions of MCC 8.10.045.

(3) The Director shall dispose of Animals held for the prescribed period without redemption or adoption only by means of euthanasia, provided, however, that, irrespective of any prescribed holding period, the Director, upon advice of a licensed veterinarian, may dispose of any unhealthy or injured impounded Animal by euthanasia.

(4) Any device attached to any Animal upon impoundment shall be retained, 30 days, by the Director should the Animal be disposed of as provided in paragraph (3) of this subsection. Otherwise, the device shall accompany the Animal when redeemed or adopted.

[Ord. 156 III(2) (1977); Ord. 276 2 (1981); Ord. 379 5, 6 (1983); Ord. 591 4 (1988); Ord. 732 3 (1992)]

Section VIII. AMENDMENT

MCC 8.10.045 is amended as follows:

(A) An Animal ~~A dog or cat~~ may be released for adoption or transferred to another adoption agency, approved by the Director, subject to the following conditions:

(1) The adoptive Owner or Keeper shall agree in writing to furnish proper care to the Animal ~~dog or cat~~ in accordance with this chapter;

(2) Payment of required fees; however, including any medical care costs incurred during impoundment Animals transferred to another adoption agency are exempt from the requirement of paying adoption fees;

Multnomah County Animal Control Code

(3) In the case of a fertile dog or cat ~~not sexually unproductive~~, a surgical prepayment deposit in an amount not to exceed \$45.00 refundable upon furnishing evidence that the Animal has been rendered Sexually Unreproductive; and

(4) A written agreement by the adoptive Owner or Keeper to render any adopted dog or cat Sexually Unreproductive within 30 days of adoption or upon the Animal attaining sexual maturity, whichever event last occurs. Failure to perform the agreement shall be a forfeiture of the amount deposited under paragraph (3) of this section and the Director may require return of the adopted dog or cat to the shelter. It is unlawful to fail to return an adopted Animal as required by the Director.

(B) The Director may decline to release an Animal for adoption under any of the following circumstances:

(1) The prospective adoptive Owner or Keeper has a history of violations of the animal control ordinance or has been convicted of an Animal related ~~the crime of cruelty to animals~~;

(2) The prospective adoptive Owner or Keeper has inadequate or inappropriate facilities for confining the Animal ~~dog~~ and for providing proper care to the Animal as set out in MCC 8.10.190;

(3) The existence of other circumstances which in the opinion of the Director would endanger the welfare of the Animal or the health, safety and welfare of the people residing in Multnomah County. In making a decision under this subsection, the Director shall consider the guidelines adopted by the Multnomah County Animal adoption panel.

(4) The Animal is a Dangerous Animal.

[Ord. 276 4 (1981); Ord. 379 7 (1983); Ord. 732 3 (1992)]

Section IX. AMENDMENT

Multnomah County Animal Control Code

MCC 8.10.050 is amended as follows:

(A) Pursuant to ORS 609.015(1), this chapter supersedes enforcement in Multnomah County of the following state statutes: ORS 609.010(2), 609.030, 609.040, 609.060, 609.090, 609.092, 609.095, 609.097, 609.100, 609.110, 609.150, 609.155, 609.160, 609.170, 609.180, 609.190.

(B) Enforcement of ORS 433.340--433.390 shall be the responsibility of the Director and the county health officer. Such ~~Provided~~ such enforcement procedures shall comply with the state law and are not subject to the enforcement provisions of this chapter.

[Ord. 732 8 (1992)]

Section X. AMENDMENT

MCC 8.10.054 is amended as follows:

(A) Any party served a notice of infraction or Director's decision or order under this chapter ~~MCC 8.10.275 or 8.10.290~~ may appeal the infraction or Director's decision by submitting a notice of appeal in writing along with the \$25.00 hearing fee to the animal control division within 20 days of the date the notice of infraction or Director's decision or order was served on the party.

(B) Any party whose application for a Facility license or Dangerous Animal Facility license was denied, revoked or issued subject to conditions may appeal the license denial, revocation or conditional approval by submitting a notice of appeal in writing along with the \$25.00 hearing fee to the animal control division within 20 days of the date the denial or conditional approval was mailed to the applicant by certified mail.

~~(C) Any party whose facility license has been revoked may appeal that revocation as provided in subsection (B).~~

[Ord. 732 9 (1992)]

Section XI. AMENDMENT

Multnomah County Animal Control Code

1 MCC 8.10.055 is amended as follows:

2 (A) The board shall adopt procedural rules governing the conduct and scheduling of the appeal
3 hearings under this chapter.

4 (B) Upon the receipt of a timely appeal, animal control division shall set the matter for hearing on the
5 next available date scheduled for animal control hearings.

6 (C) Any party appealing a notice of infraction or license denial/revocation or Director's decision or
7 order under this chapter shall be given a written notice of the hearing date no less than ten days prior
8 to the scheduled hearing.

9 (D) The Hearings Officer shall hold a public hearing on any timely appeal from a notice of infraction,
10 Director's decision or order, or the denial/revocation of a facility license. The party who brought the
11 appeal or any other person having relevant evidence concerning the nature of the infraction or license
12 denial/revocation shall be allowed to present testimony and documentary evidence at the hearing. The
13 Hearings Officer may consider mitigating or extenuating circumstances presented on behalf of a party.

14 (E) If the hearing is held to address a notice of infraction or Director's decision issued under MCC
15 8.10.275 or 8.10.290, the Hearings Officer shall determine whether the infraction contained in the
16 notice did occur. The Hearings Officer shall have the same authority as the Director under MCC
17 8.10.275 when conducting Potentially Dangerous dog hearings.

18 (F) If the hearing is held to address a Facility license condition, denial or revocation, the Hearings
19 Officer shall determine whether the license conditions were rightfully imposed or the license was
20 rightfully denied or revoked as provided under MCC 8.10.120.

21 (G) The Hearings Officer shall issue a written decision containing findings of fact addressing the
22 allegations contained in the notice of infraction, the Director's decision, or the license
23 denial/revocation under MCC 8.10.100 through 8.10.145. The decision shall clearly state the

Multnomah County Animal Control Code

1 Hearings Officer's conclusion and the reasoning based on the findings of fact. The decision shall be
2 signed and dated by the Hearings Officer and shall be served by personal service or regular and
3 certified mail to the last known address of the party who filed file the appeal. The decision shall be
4 final on the date of personal service or three (3) days after mailing.

5 (H) In all appeals under this chapter the Hearings Officer shall have discretion ordering conditions,
6 restrictions and penalties.

7 (I) Failure of a party to file an appeal as provided in this section or unexcused failure of a party to
8 appear at a duly scheduled hearing shall constitute a waiver by the party of any further appeal under
9 this chapter. Upon the entry of a waiver in the record, the last decision issued by the animal control
10 division shall become final.

11 [Ord. 732 10 (1992)]

12 Section XII. AMENDMENT

13 MCC 8.10.057 is amended as follows:

14 (A) In any appeal wherein the subject Animal has been impounded pending appeal of Director's
15 decision to the Hearings Officer, the Owner or Keeper of the Animal shall be required to post a
16 deposit with the Director in the amount of \$100.00 at the time an appeal is requested to apply
17 towards the expense of sheltering the Animal during the appeal process.

18 (B) If an Animal not previously impounded under this chapter is subsequently ordered to be
19 impounded by a Hearings Officer and the Owner or Keeper appeals the hearing officer's decision by
20 writ of review to the circuit court, the Owner or Keeper of the Animal shall be required to post a
21 deposit with the Director in the amount of \$100.00 at the time the notice of intent to file the writ of
22 review is submitted under MCC 8.10.056(B) to apply towards the expense of sheltering the Animal
23 during the pendency of the writ of review proceeding.

Multnomah County Animal Control Code

1 (C) In either situation described above in subsection (A) or (B), if the finding of a violation is upheld
2 on appeal, the Animal's Owner or Keeper shall be liable for the cost of the Animal's impoundment and
3 shall pay all fees incurred for sheltering and caring for the Animal, ~~or forfeit any amount remaining of~~
4 ~~the original deposit~~. If the animal control division's finding is reversed on appeal the deposit shall be
5 refunded.

6 [Ord. 732 12 (1992)]

7 Section XIII. AMENDMENT

8 MCC 8.10.060 is amended as follows:

9 The provisions of MCC 8.10.060 to 8.10.090, shall apply to dogs and cats not covered under a
10 Facility housed, kept or maintained within a dog facility or cat facility subject to licensure under MCC
11 8.10.100 to 8.10.140.

12 [Ord. 156 IV(1) (1977); Ord. 480 2 (1985)]

13 Section XIV. AMENDMENT

14 MCC 8.10.070 is amended as follows:

15 (A) Dogs and cats shall be licensed within 30 days of obtaining the age of six months or within 30
16 days of acquisition by the Owner or Keeper, whichever occurs later.

17 (B) Licenses shall be valid for one, two or three years from date of issuance, at the option of the pet
18 Owner or Keeper and, for dogs, shall require a current rabies inoculation for licensing period selected
19 and shall be issued upon payment of the fee required by MCC 8.10.220.

20 (C) Licenses issued under prior existing Multnomah County ordinances shall remain valid until
21 expiration.

22 (D) The Person who licenses an Animal becomes the Owner or Keeper of record and is responsible
23 for the action or behavior of his or her Animal.

Multnomah County Animal Control Code

1 [Ord. 156 IV(2a) (1977); Ord. 480 3 (1985); Ord. 732 3 (1992)]

2 Section XV. AMENDMENT

3 MCC 8.10.080 is amended as follows:

4 (A) Pet license tags shall be securely displayed upon Animals dogs at all times, except when the
5 Animal dog is confined to the Owner's or Keeper's premises or displayed in an exhibition. Pet owners
6 or keepers shall be allowed to choose the means by which to display the pet license number (tag,
7 collar, tattoo, microchip or another form of identification with the pet license number on it). A pet
8 license tag, with pet license number, shall be issued by the Director. Any additional expenses is to be
9 borne by the pet Owner or Keeper.

10 (B) A pet license is not transferable to another Animal dog or cat. The pet license number shall be
11 assigned to the Animal dog or cat and shall remain with the Animal upon transfer to another Owner
12 or Keeper for the life of the Animal license.

13 (C) An Animal displaying a current license from jurisdictions outside Multnomah County, but within
14 the State of Oregon, shall not require licensing under this chapter until expiration of the current
15 license, ~~provided that the dog remains in the possession of the owner or keeper to whom the license~~
16 ~~was duly issued.~~

17 (D) Animal Control may inspect the premises with 5 or more animals to insure that owners or keepers
18 are providing Minimum Care and facilities. A penalty of \$6.00 shall be charged for late renewal of a
19 license. Late renewal is defined as the first day of the month past the due date.

20 (E) ~~A penalty equal to twice the applicable license fee shall be charged to any person who fails to~~
21 ~~apply for an initial Multnomah County license within the times specified in this chapter.~~

22 (F) ~~Any penalty shall be in addition to the applicable license fee and payable at the time of issuance.~~

Multnomah County Animal Control Code

~~(G) The pet license number shall be securely displayed upon cats at all times, except when the cat is displayed in an exhibition. Cat owners or keepers shall be allowed to choose the means by which to display the pet license number (tag, collar, tattoo or another form of identification with the pet license number on it). A pet license tag, with pet license number, shall be issued by the director. Any additional expense is to be borne by the cat owner or keeper.~~

~~[Ord. 156 IV(2b) (1977); Ord. 195 11 (1979); Ord. 480 5 (1985); Ord. 732 3 (1992)]~~

~~Section XVI. AMENDMENT~~

~~MCC 8.10.085 is repealed as follows:~~

~~(A) All litters, dog and cat, must be registered with the director within four weeks of birth.~~

~~Information to be submitted to the director includes date of birth, breed, number of animals in the litter, and name, address and telephone number of owner or keeper.~~

~~(B) Upon receipt of the information in subsection (A) above, the director shall provide the owner or keeper with a litter registration number.~~

~~(C) Upon registration of the litter, the director shall send to the owner or keeper a transfer record form for each animal in the litter. Upon sale or transfer of each animal in the litter, the litter owner or keeper shall complete the transfer record form and return it to the director. Information on the~~

~~transfer record form shall include the following: specifics on the animal being transferred, including date of birth, breed, sex and color; litter registration number; litter owner or keeper information, including name, address and telephone number; new owner or keeper information, including name, address and telephone number.~~

~~(D) Each dog and cat sold, traded, or otherwise transferred by a pet store, kennel, or other commercial animal establishment shall be reported to the director, on a transfer record form to be provided by the director. Information on the transfer record form shall include specifics on the animal~~

Multnomah County Animal Control Code

1 ~~being transferred, including date of birth, or, if unknown, approximate age, breed, sex, and color;~~
2 ~~information on the animal establishment including name of owner or keeper, name of establishment,~~
3 ~~address and telephone number; and new owner or keeper information, including name, address and~~
4 ~~telephone number.~~

5 [Ord. 379 12 (1983); Ord. 384 2 (1983); Ord. 732 3 (1992)]

6 Section XVII. AMENDMENT

7 MCC 8.10.090 is amended as follows:

8 (A) Fees shall be waived for licenses issued for any Service Animal ~~guide dog~~ upon presentment of an
9 affidavit by the Animal's dog's Owner or Keeper. A Service Animal ~~guide dog~~ license shall be valid
10 for the duration that the dog provides the service or upon retirement due to age or infirmity and life of
11 ~~the dog or~~ so long as the dog remains the property of the person named in the affidavit.

12 (B) License fees for dogs and cats owned by persons aged 65 or older and persons deemed by the
13 Director to be under financial hardship shall be reduced by 50 percent for up to two Animals ~~one dog~~
14 ~~and one cat~~ per household, ~~provided, however, that the surcharge for late application shall be based~~
15 ~~on the applicable, unwaived, license fee for the animal.~~

16 [Ord. 156 IV(2c) (1977); Ord. 480 6 (1985); Ord. 684 3 (1991); Ord. 732 3 (1992)]

17 Section XVIII. AMENDMENT

18 MCC 8.10.100 is amended as follows:

19 (A) A Facility License dog Facility or ~~exotic, wild or d~~ Dangerous Animal facility license shall be
20 ~~granted~~ require a license in accordance with procedures, standards and limitations provided in MCC
21 8.10.100 to 8.10.140, and no such facility may lawfully be operated except upon application and
22 payment of prescribed fees for the license.

Multnomah County Animal Control Code

1 (B) Issuance of the license shall require prior land use approval and shall be in compliance with any
2 land use restrictions or regulations which may apply to the proposed facility operation.

3 (C) The Oregon Humane Society, located at 1067 NE Columbia Boulevard in Portland, Oregon, shall
4 be exempt from the requirements of MCC 8.10.100 to 8.10.140.

5 [Ord. 156 V(1) (1977); Ord. 480 7 (1985)]

6 Section XIX. AMENDMENT

7 MCC 8.10.110 is amended as follows:

8 (A) Application for a Facility License or Wild, Dangerous, or Exotic Animal facility license shall be
9 made upon forms furnished by the Director, shall include all information required therein and shall be
10 accompanied by payment of the required fee.

11 (B) A Facility License or Dangerous Animal facility license shall be valid for one year, ~~two or three~~
12 ~~years~~ from the date of issuance, ~~at the option of the facility owner~~, unless revoked.

13 ~~(C) The fee for the first year shall be reduced by an amount equal to license fees already paid for~~
14 ~~individual dogs, provided, however, no refund shall be given where the amount of license fees paid~~
15 ~~for individual dogs exceeds the facility license fee.~~

16 ~~(D) During the first 365 days after January 21, 1978, persons filing applications and paying the~~
17 ~~required fee for a facility license shall be issued a receipt by the Director which shall constitute a~~
18 ~~preliminary license for the facility, subject to inspection of the facility by the director and final~~
19 ~~approval for operation.~~

20 ~~(C)(E)~~ The Director shall inspect any facility for which a license is sought and, upon determination
21 that the facility and its operation complies with all applicable provisions of this chapter and other
22 applicable local, state and federal laws, shall issue a license which may include one or more conditions
23 of approval and/or operation.

Multnomah County Animal Control Code

1 ~~(D)(F)~~ If the Director fails to approve or deny a fully completed an application within 60 days of its
2 receipt and payment of fees, the application shall be considered approved for the current year, subject
3 only to revocation as provided in MCC 8.10.120.

4 ~~(E)(G)~~ A license shall be conspicuously displayed on the facility premises and a holder of a license
5 shall keep available for inspection by the Director a record of the name, address and telephone
6 number of the Owner or Keeper of each Animal ~~døg~~ kept at the facility, the date each Animal ~~døg~~
7 was received, the purpose therefor, the name and address of the person from whom the Animal ~~døg~~
8 was purchased or received, a description of each Animal ~~døg~~ including species, age, breed, sex and
9 color and the Animal's veterinarian, if known; at the discretion of the Director.

10 ~~(H) A dog or exotic, wild or dangerous animal not on the licensed premises shall bear identification,~~
11 ~~except when taking part in an animal show.~~

12 [Ord. 156 V(2) (1977); Ord. 480 8 (1985); Ord. 732 3 (1992)]

13 Section XX. AMENDMENT

14 MCC 8.10.120 is amended as follows:

15 (A) A license required by MCC 8.10.100 to 8.10.140 may be denied or revoked for any of the
16 following reasons:

17 (1) Failure to comply substantially with any provision of this chapter.

18 (2) Conviction of the Owner or Keeper or any person subject to the Owner's or Keeper's direction
19 or control for the violation of any provision of this chapter or other applicable state or federal
20 law, rule, order or regulation pertaining to any activity relating to Animals.

21 (3) Furnishing false information on an application for a license under this chapter.

22 (B) The Director shall refund 100 ~~50~~ percent of any fee paid upon denial of a license, provided,
23 however, no refund shall be made upon revocation.

Multnomah County Animal Control Code

1 (C) If the Director denies an application for a license or approves subject to conditions, the
2 determination is final unless the applicant appeals the denial or conditional approval.

3 (D) The Director shall investigate any complaint concerning licensed facilities and, upon
4 determination that a license should be revoked, shall serve written notice upon the licensee of that
5 determination by certified mail. The Director's determination shall become final unless appealed.

6 (E) Failure to file a timely request within 20 days, shall terminate any appeal right, and the Director's
7 decision revoking the license shall not be reviewable otherwise.

8 [Ord. 156 V(3) (1977); Ord. 732 3, 13 (1992)]

9 Section XXI. AMENDMENT

10 MCC 8.10.130 is amended as follows:

11 The Director shall not issue a Facility License or Wild, Dangerous, or Exotic Animal Facility license
12 ~~for any facility~~ until a site inspection demonstrates compliance with the standards ~~set forth in this~~
13 ~~section~~, applicable to the nature and species of any Animal to be kept as set forth in this section:

14 (A) Housing structures shall be sound and maintained in good repair to protect Animals from injury,
15 safely confine any Animal housed therein and prevent entry of other Animals.

16 (B) Reliable and adequate electrical service and a potable water supply shall serve the facility.

17 (C) Storage of food supplies and bedding materials shall be designed to prevent vermin infestation
18 ~~infection~~.

19 (D) Refrigeration shall be furnished for perishable foods.

20 (E) Safe and sanitary disposal facilities shall be available to eliminate Animal and food wastes,
21 bedding, dead Animals and debris and to minimize vermin infestation, odors and disease hazards.

22 (F) Cleaning Cleanliness facilities shall be available to Animal caretakers and handlers.

Multnomah County Animal Control Code

- 1 (G) Interior ambient temperature shall be maintained above 50 degrees Fahrenheit for Animals not
2 acclimatized to lower temperatures.
- 3 (H) Adequate ventilation shall be maintained to assure Animal comfort by such means as will provide
4 sufficient fresh air and minimize drafts, odors and moisture condensation. Mechanical ventilation must
5 be available when ambient temperatures exceed 85 degrees Fahrenheit, if appropriate.
- 6 (I) Interior areas shall have adequate natural or artificial lighting provided, however, that primary
7 enclosures for Animals dogs shall be protected from excessive illumination.
- 8 (J) Interior building surfaces shall be so constructed and maintained to permit sanitizing and prevent
9 moisture penetration.
- 10 (K) Drainage facilities shall be available to assure rapid elimination of excess water from indoor
11 housing facilities. The design shall assure obstruction-free flow and traps to prevent sewage
12 back-flow backflow.
- 13 (L) Outdoor facilities shall provide protective shading and adequate shelter areas designed to
14 minimize harmful exposure to weather conditions for those Animals not acclimatized to the
15 environment, if appropriate for the species.
- 16 ~~(M) In addition to the general standards contained in this section, the following standards of care shall~~
17 ~~apply specifically to the keeping of dogs in licensed facilities:~~
- 18 (H) The primary enclosure shall be of sufficient size to permit each Animal dog housed therein to
19 stand freely, sit, turn about and lie in a comfortable normal position as appropriate for the
20 species. ~~Not more than 12 dogs shall be housed in the same primary enclosure. Each dog~~
21 ~~housed in a primary enclosure shall be provided a minimum floor space equal to the~~
22 ~~mathematical square of the dog's length as measured from the tip of its nose to the base of its~~

Multnomah County Animal Control Code

1 ~~tail plus six inches.~~ An exercise area or means to provide each Animal ~~dog~~ with exercise shall be
2 provided on the premises.

3 (N)(2) When restraining devices are used in connection with a primary enclosure intended to permit
4 movement outside the enclosure, the devices shall be installed in a manner to prevent
5 entanglement with devices of other Animals ~~dogs~~ or objects and shall be fitted to the Animal
6 ~~dog~~ by a harness or well-fitted collar, other than a choke type collar, and shall be of reasonable
7 length. ~~not be shorter than three times the length of the dog as measured from the tip of its nose~~
8 ~~to the base of its tail.~~

9 (O)(3) Animals ~~Dogs~~ shall be fed as often as necessary ~~at least once daily~~ a diet of nutritionally
10 adequate and uncontaminated foods.

11 (P)(4) Potable water shall be continuously available, unless otherwise recommended by a
12 veterinarian in a particular situation.

13 (Q)(5) Cages, rooms, hard-surfaced pens, runs and food and watering receptacles shall be sanitized
14 to prevent disease not less than once every two weeks by washing with hot water (180 degrees
15 Fahrenheit) and soap or detergent, by washing with a combination disinfectant and cleanser, by
16 washing with a detergent followed with a safe, effective disinfectant or by cleaning with steam.
17 Prior to the introduction of Animals ~~dogs~~ into empty enclosures previously occupied, the
18 enclosures shall be sanitized. Animals ~~Dogs~~ shall be removed from the enclosure during the
19 cleaning process and adequate care shall be taken to protect Animals in other enclosures.

20 (R)(6) Excrement shall be removed from primary enclosures a minimum of every 24 hours, or more
21 often, if necessary ~~as often as necessary~~ to prevent contamination, reduce disease hazards
22 and minimize odors.

Multnomah County Animal Control Code

(S)(7) Animals Dogs housed together in primary enclosures shall be maintained in compatible groups with the following restrictions, except in residential dwelling:

(a) Females in season (estrus) shall not be placed with males except for breeding purposes;

(b) Animals exhibiting vicious behavior shall be housed separately;

(c) Animals six months or less of age shall not be housed with adult Animals other than with their mothers dams, as appropriate for the species;

(d) Animals Dogs shall not be housed with other non-compatible species of Animals; and

(e) Animals Dogs under quarantine or treatment for any communicable disease shall be separated from other Animals dogs.

(T)(8) Programs of disease control and prevention shall be established and maintained.

(U)(9) Each Animal dog shall be seen at least once per 24-hour period by an Animal caretaker.

(V) Owner or Keeper shall comply with the provisions of MCC 8.10.190 (B) 7 and (B) 9.

[Ord. 156 V(4) (1977)]

Section XXII. AMENDMENT

MCC 8.10.140 is amended as follows:

Any facility for keeping of any ~~exotic, wild or d~~ Dangerous Animal, whether or not otherwise licensed under this chapter, shall be licensed subject to MCC 8.10.100 and 8.10.110, and the following requirements:

(A) Animals must at all times be housed in a manner which assures that Animals will not create a public nuisance by reason of noise or emission of offensive odors, present a danger to human life or property, endanger the health of the Animals or create a safety or health hazard to human beings. The facility must meet the standards as described in the Oregon Administrative Rules

Multnomah County Animal Control Code

chapter 603, division 11, sections 700 through 725 as published in 1994 and as is from time to time amended or as required by the Director.

(B) An applicant for a license must demonstrate satisfactory proof to respond in damages for bodily injury or death of any person or for damage to any property which may result from the keeping, owning or control of the Animal. The Director may require posting of an adequate bond or proof of liability insurance to remain in effect during any license period.

(C) A license issued under this section shall be subject to revocation by the Director under MCC 8.10.120.

[Ord. 156 V(5) (1977)]

Section XXIII. AMENDMENT

MCC 8.10.145 is repealed as:

~~(A) A cat facility means any site, as identified by a mailing address, where four or more fertile cats six months of age or older are kept, whether the animals are property of the site owner or of other persons.~~

~~(B) A cat facility shall require a license in accordance with the procedures, standards, and limitations as described herein; and no such facility may lawfully be operated except upon application and payment of prescribed fees for the license.~~

~~(C) A cat facility license shall be valid for one, two and three years from the date of issuance, at the option of the facility owner, unless revoked.~~

~~(D) Application for a cat facility license shall be made upon forms furnished by the director and shall include all information required therein and shall be accompanied by payment of the required fee.~~

~~(E) Animals housed within a cat facility shall be kept in a humane and responsible manner, as provided for in MCC 8.10.190, provided, however, that MCC 8.10.130(M)(7)(c) shall not apply. The~~

Multnomah County Animal Control Code

1 ~~director may inspect any facility for which a license is sought, provided that such inspection is~~
2 ~~requested for a reasonable time and day, with the consent of the facility owner or keeper.~~

3 ~~(F) If the director fails to approve or deny an application within 60 days of its receipt and payment of~~
4 ~~fees, the application shall be considered approved for the current year, subject to revocation as~~
5 ~~provided in MCC 8.10.120.~~

6 ~~(G) A license shall be conspicuously displayed on the facility premises and a holder of a license shall~~
7 ~~keep available for inspection by the director an inventory of the cats kept at the facility, including age,~~
8 ~~breed, sex and color, and the animal's veterinarian, if known.~~

9 ~~(H) A cat facility license may be denied or revoked as provided in MCC 8.10.120. In such cases, the~~
10 ~~applicant may appeal the denial or revocation in accordance with the procedure provided in MCC~~
11 ~~8.10.120.~~

12 [Ord. 384 6 (1983); Ord. 480 9 (1985)]

13 Section XXIV. AMENDMENT

14 MCC 8.10.150 is amended as follows:

15 (A) No Animal shall be confined within or on a motor vehicle at any location under such conditions as
16 may endanger the health or well-being of the Animal, including but not limited to dangerous
17 temperature, lack of food, water or attention or confinement with a dangerous Animal.

18 (B) No person shall carry an Animal:

19 (1) upon the hood, fender, running board or other external part of any moving automobile or

20 truck; or

21 (2) within the open bed of any moving pickup, flat-bed or similar vehicle, unless the dog is

22 cross-tethered or protected by framework, carrier or other device sufficient to keep it from falling

23 from the vehicle.

Multnomah County Animal Control Code

1 ~~(C)(B)~~ Any animal control or peace officer is authorized to remove any Animal from a motor vehicle
2 at any location when the officer reasonably believes it is confined in violation of subsection (A) of this
3 section. Any Animal so removed shall be delivered to the animal control shelter after the removing
4 officer leaves written notice of the removal and delivery, including the officer's name, in a
5 conspicuous, secure location on or within the vehicle. Such additional notice as may be required by
6 subsection (D) of MCC 8.10.040 shall be given upon impoundment of the removed Animal.

7 ~~(D)(C)~~ No animal control or peace officer shall be held criminally or civilly liable for action under this
8 section, provided the officer acts lawfully, in good faith, on probable cause and without malice.

9 [Ord. 156 VI(1) (1977)]

10 Section XXV. AMENDMENT

11 MCC 8.10.160 is amended as follows:

12 (A) Any person who finds and harbors an Animal ~~a dog or cat~~ without knowing the Animal ~~dog or~~
13 ~~cat~~ Owner's or Keeper's identity shall notify the Director and furnish a description of the Animal ~~dog~~
14 ~~or cat~~ within 5 days after the date of finding the Animal.

15 (B) The finder may surrender the Animal to the Director or retain its possession, subject to surrender
16 upon demand of the Director.

17 (C) Records of reported findings shall be retained for six months by the Director and made available
18 for public inspection.

19 (D) If the finder chooses to retain possession of the Animal, the finder shall, within 15 days, cause to
20 be published in a newspaper of general circulation in the county a notice of the finding once each
21 week for two consecutive weeks. Each such notice shall state the description of the animal, the
22 location where the Animal was found, the name and address of the finder and the final date before
23 which such Animal may be claimed. If the finder does not wish to have his or her name and address

Multnomah County Animal Control Code

1 appear in the notice, he or she may obtain a case number from Multnomah County Animal Control
2 and have that number published in the newspaper along with the phone number for Animal Control
3 for contact.

4 (E) If no person appears and claims ownership of the Animal prior to the expiration of 90 days after
5 the date of the notice to the Director under subsection (A) of this section, the finder shall be declared
6 the Owner of the Animal. Any person becoming Owner of any Animal under the provisions of this
7 subsection shall assume the responsibilities of an Owner under this chapter.

8 (F) If within three months of the finder's notice to the Director the Animal's Owner does appear and
9 establish ownership of the Animal, the finder shall surrender possession of the Animal to that Owner,
10 provided, however, that the Owner first tender to the finder payment for all of the finder's reasonable
11 actual costs incurred for giving of notice, providing urgent veterinary care and keeping of the Animal.

12 (G) Any dispute as to ownership or right to possession of the Animal, or as to the amount of the
13 finder's costs, shall be submitted to the Director in writing, who shall promptly decide the matter in
14 writing. Any party aggrieved by the Director's decision may appeal the decision under MCC 8.10.054
15 through 8.10.057.

16 (H) Notwithstanding any other provision in this section, any person who prior to December 31, 1995
17 found and harbored any dog or cat and who notified the Director and furnished a description of the
18 Animal shall be the Animal's Owner if, prior to the expiration of three months after the Director was
19 notified, no person appeared and claimed ownership of the Animal. Any person becoming Owner of
20 any animal under the provisions of this subsection shall assume the responsibilities of an Owner under
21 this chapter.

22 [Ord. 156 VI(2) (1977); Ord. 379 8 (1983); Ord. 732 3 (1992)]

23 Section XXVI. AMENDMENT

Multnomah County Animal Control Code

MCC 8.10.170 is amended as follows:

Any person in physical possession ~~or and~~ control of any Animal ~~off the property of the Animal's~~
~~Owner or keeper in a public place~~ shall immediately remove excrement or other solid waste deposited
by the Animal in any public area or private property ~~in any public area not designed to receive those~~
~~wastes, including but not limited to streets, sidewalks, parking strips and public parks.~~

[Ord. 156 VI(3) (1977)]

Section XXVII. AMENDMENT

MCC 8.10.180 is amended as follows:

No person shall knowingly place food of any description containing poisonous or other injurious
ingredients in any area reasonably likely to be accessible to Animals, except as provided by law for
nuisance, vector, or predator control.

[Ord. 156 VI(4) (1977)]

Section XXVIII. AMENDMENT

MCC 8.10.190 is amended as follows:

(A) For the purposes of this section, unless otherwise limited, the owner is ultimately responsible for
the behavior of his or her Animal regardless of whether the owner or another member of the owners
household or a household visitor Permitted the Animal to engage in the behavior that is the subject of
the violation. the term "permit" shall include human conduct that is intentional, deliberate, careless,
inadvertent or negligent in relation to an owned Animal.

(B) It is unlawful for any person to:

(1) Permit an Animal to ~~become~~ an Animal at Large.

(2) Permit an Animal to trespass upon property of another.

Multnomah County Animal Control Code

(3) Keep a Vicious Animal ~~or a dog that has been found to have engaged in level 5 behavior as described in MCC 8.10.270.~~

(4) Fail to comply with requirements of this chapter which apply to the keeping of an Animal, or Dangerous Animal or any facility where such Animals are kept.

(5) Permit a dog in season (estrus) to be accessible to a male dog not in the person's ownership except for intentional breeding purposes.

(6) Permit any Animal unreasonably to cause annoyance, alarm or noise disturbance at any time of the day or night, by repeated barking, whining, screeching, howling, braying or other like sounds which may be heard beyond the boundary of the Owner's or Keeper's property.

(7) Leave an Animal unattended for more than 24 consecutive hours without Minimum Care.

(8) Deprive an Animal of proper facilities or care, including but not limited to the items prescribed in ~~paragraphs (1), (2), 3), (4), (6) and (7) of subsection (M) of MCC 8.10.130.~~ Proper shelter shall include a structure that does not leak, will provide protection from the weather and is maintained in a condition to protect the Animals from injury.

(9) Physically mistreat any Animal either by ~~deliberate~~ abuse or neglect or failure to furnish minimum care, ~~including medical attention.~~

(10) Permit any Animal to leave the confines of any officially prescribed quarantine area.

(11) Permit any dog to engage in any of the behaviors described in MCC 8.10.270(A) or (B).

(12) Permit any dog to engage in any of the behaviors described in MCC 8.10.270(C) through 8.10.270(~~DE~~).

(13) Permit any dog to engage in the behavior described in MCC 8.10.271.

(C) For the purpose of this section "Owner" shall mean either Owner or Keeper as defined under this Chapter.

Multnomah County Animal Control Code

1 [Ord. 156 VI(5) (1977); Ord. 517 4 (1986); Ord. 732 3, 14 (1992)]

2 Section XXIX. AMENDMENT

3 MCC 8.10.191 is amended as follows:

4 (A) The failure to comply with any conditions or restrictions lawfully imposed pursuant to a notice of
5 infraction or Director's decision not otherwise stayed under MCC 8.10.056 is a violation of this
6 chapter. Failure to pay the civil fine shall be an a infraction under this section. A notice of infraction
7 issued under this section for failure to comply shall be of the same classification as the original
8 infraction. The first notice of infraction issued under this section shall not be construed as a second
9 offense under MCC 8.10.900(B).

10 (B) Except as provided in MCC 8.10.191(C), all enforcement actions under this section shall be
11 brought before a Hearings Officer.

12 (C) Any enforcement action for failure to comply wherein the circumstances of the failure to comply
13 by the party in violation are determined by the Director to:

14 (1) Be a substantial risk to public safety; or

15 (2) Be a substantial risk to the care and treatment of the subject Animal(s); or

16 (3) Be a failure to pay past-due fines on three or more infractions within a 12-month period;

17 shall be brought in the state court as provided under ORS 203.810 and ORS 30.315.

18 (D) Notwithstanding subsection (A) of this section, a notice of failure to comply issued under this
19 section that is based solely on the failure to pay the annual classified dog fee under MCC

20 8.10.280(G), shall be a Class C infraction.

21 [Ord. 732 15 (1992); Ord. 773, 2 (1993)]

22 Section XXX. AMENDMENT

23 MCC 8.10.192 is added as follows:

Multnomah County Animal Control Code

1 (A) Whenever a Public Nuisance Animal, as determined by the Director under this Chapter is found
2 on any premises within the jurisdiction of the County, a written order may be given to the Owner or
3 keeper of the Animal(s), or to the Owner, occupant, person in possession, person in charge, or person
4 in control of the premises where the Animal(s) is(are) located, or a written order may be posted at
5 such premises when none of the above people can be found at the premises. Such order shall be
6 signed by the Director and shall give the person or person to whom it is directed no less than
7 seventy-two (72) hours (three (3) days) nor more than one hundred twenty (120) hours (five (5)
8 days) to remove and abate the nuisance.

9 (B) If, after the time given to comply with the notice has passed, the nuisance has not been abated,
10 the Director may summarily abate the nuisance by ordering impoundment of the Animal(s) and assess
11 the cost of such abatement against the Owner or keeper of the Animal(s), or the Owner, occupant,
12 person in possession, person in charge, or person in control of the premises where the Animal(s)
13 is(are) located, to be collected by suit or otherwise, in addition to the penalties for the violation
14 thereof.

15 (C) It shall be unlawful to fail to comply with an order to abate a nuisance issued as provided in
16 subsection (A) and shall be construed as interference with the Director under MCC 8.10.030 (D).

17 (D) (1) Any party served a written order to abate a nuisance as provided in subsection (A) of this
18 section, may appeal the order as provided under MCC 8.10.054. The appeal under this section may
19 be consolidated with any underlying infraction still pending and eligible for appeal under this chapter.
20 Provided, any challenge to an enforcement action brought under subsection (C) of this section,
21 including issues relating to the validity of the order to abate the nuisance, shall be joined in one State
22 Court proceeding, and there shall be no further administrative review or appeal except as directed by
23 the Court.

Multnomah County Animal Control Code

(2) Any Animal impounded pursuant to the order to abate shall not be released until such time as the Director, Hearings Officer, or Court of competent jurisdiction orders such release.

(E) (1) Any enforcement action first brought under MCC 8.10.191 (C) shall bar any enforcement action brought under this section in relation to the same event or series of events subject to regulation and enforcement under this Chapter.

(2) Notwithstanding MCC 8.10.191 (C), any enforcement action first brought under this section shall bar any enforcement action brought under MCC 8.10.191 (C) in relation to the same event or series of events subject to regulation and enforcement under this Chapter.

Section XXXI. AMENDMENT

MCC 8.10.200 is repealed as follows:

~~It is unlawful for any person in Multnomah County to:~~

~~(A) Harbor, keep, possess, breed or deal in gamecocks; or~~

~~(B) Knowingly and intentionally, whether for amusement of self or others, or for financial gain,~~

~~cause any animal to fight or injure any other animal, cause it to be fought or injured by any~~

~~other animal or to train or keep for the purpose of training any animal with the intent that the~~

~~animal shall be exhibited combatively with any other animal. Anyone who permits such conduct~~

~~on premises under that person's control, and any person present as a spectator at that~~

~~exhibition, shall be considered a violator of this subsection and subject to punishment upon~~

~~conviction.~~

[Ord. 156 VI(6) (1977)]

Section XXXII. AMENDMENT

MCC 8.10.210 is amended as follows:

Multnomah County Animal Control Code

(A) Owners or keepers of Livestock shall post at an entrance to property containing Livestock a sign to be furnished by the Director which shall display a number assigned by the Director and list the type of livestock contained on the premises.

(B) The sign shall be posted so that it can be read from the nearest public property.

(C) An Owner or Keeper whose Livestock are in violation of this chapter or any other statute pertaining to Livestock shall reimburse the county for any expenses incurred for investigation of the violation if reimbursement is not otherwise provided for in MCC 8.10.230 or other applicable statutes. Reimbursement claims shall be a debt due the county and enforceable as such at law.

[Ord. 156 VI(7) (1977); Ord. 732 3 (1992)]

Section XXXIII. AMENDMENT

MCC 8.10.220 is amended and added to as follows:

Fees shall be imposed under this chapter as follows:

	One	Two	Three
	Year	Years	Years
		Discount	Discount

(A) Pet licenses:

(1) Dogs:

(a) Fertile	\$ 25.00	\$ 46.00	\$ 60.00
(b) Sexually Unreproductive	10.00	17.00	24.00

(2) Cats:

(a) Fertile	15.00	25.00	36.00
(b) Sexually unreproductive	8.00	14.00	19.00

(3) License replacement 3.00

Multnomah County Animal Control Code

1	(B) Facilities license:			
2	(1) Facility Dogs	<u>142.00</u>	100.00	200.00 300.00
3	(2) Exotic, wild or d Dangerous animal facility	<u>200.00</u>	<u>142.00</u>	
4	(3) Cats	50.00	100.00	150.00
5	(C) County shelter rates:			
6	(1) Impoundment fee dogs:		\$25.00	
7	(2) Impoundment fee, cats		15.00	
8	(3) Animals other than Livestock		15.00	
9	(4) Daily care for any portion of a 24-hour period from time of impoundment:			
10	(a) Dogs		8.00	
11	(b) Cats		5.00	
12	(c) Livestock		8.00	
13	(d) Other animals		5.00	
14	(5) Veterinary fees		<u>25.00</u>	20.00
15	(6) Disposal fees:			
16	(a) Euthanasia and disposal		25.00	
17	(b) Dead Animal disposal		15.00	
18	(c) Release of unwanted Animals by Owner or Keeper		15.00	
19	(d) Release of two or more Animals by Owner or Keeper		25.00	
20	(e) <u>Turn-in of out of County stray cat</u>		<u>5.00</u>	
21	(f) <u>Turn-in of out of County stray dog</u>		<u>10.00</u>	
22	(7) Adoption fees:			
23	(a) Dogs:	(i) Fertile 65.00	(ii) Sterile 25.00	

Multnomah County Animal Control Code

1	(b) Cats:	(i) Fertile 45.00	(ii) Sterile 20.00
2	<u>(D) Livetrapped Rental:</u>		
3	(1) Cat Trap Deposit fee (per trap)		<u>\$35.00</u>
4	(2) Cat Trap Weekly Rental fee		<u>5.00</u>
5	(3) Dog Trap Deposit fee		<u>200.00</u>
6	(4) Dog Trap Weekly Rental fee		<u>10.00</u>
7	<u>(E) Appeal Hearing:</u>		
8	(1) Fee:		<u>\$25.00</u>
9	(2) Boarding Deposit:		<u>\$100.00</u>
10	<u>(F) Stray Livestock Fees:</u>		
11	(1) Hourly fee (per person):		<u>\$37.00</u>
12	(2) Mileage fee (per mile per vehicle):		<u>\$0.30</u>
13	<u>(G) Potentially Dangerous Dog Classification Fees:</u>		
14	(1) Level 1 (per year):		<u>\$50.00</u>
15	(2) Level 2 and Level 3 (per year):		<u>\$100.00</u>
16	(3) Level 4 (per year):		<u>\$150.00</u>
17	<u>(H) Declassification</u>		
18	(1) Fee:		<u>\$40.00</u>
19	[Ord.-156 VII(1)--(3) (1977); Ord. 195 12 (1979); Ord. 262 1 (1981); Ord. 379 9 (1983); Ord.		
20	384 4 (1983); Ord. 480 10 (1985); Ord. 683 1 (1991); Ord. 732 3 (1992)]		
21	Section XXXIV.	<u>AMENDMENT</u>	
22	MCC 8.10.230 is amended as follows:		

Multnomah County Animal Control Code

1 For the expenses incurred by the county in locating, transporting and otherwise attending any stray
2 Livestock ~~other than a dog~~, the Owner or Keeper or other person lawfully claiming the Animal shall
3 pay to the county a fee in the amount of \$37.00 per person hour plus an additional payment of \$0.30
4 for each mile traveled ~~by county personnel~~ in locating and transporting the Animal.

5 [Ord. 156 VII(4) (1977); Ord. 262 2 (1981); Ord. 683 2 (1991); Ord. 732 3 (1992)]

6 Section XXXV. AMENDMENT

7 MCC 8.10.260 is amended as follows:

8 Effective January 1, 1996, \$25,000 from January 1, 1984, ~~no less than ten percent of all revenue~~
9 generated by pet dog licensing and ~~cat registration~~ shall be used solely for public education and low
10 cost spay/neuter programs for the purpose of reducing the number of unwanted Animals in
11 Multnomah County.

12 [Ord. 379 14 (1983); Ord. 384 3 (1983)]

13 Section XXXVI. AMENDMENT

14 MCC 8.10.270 is amended as follows:

15 Classification of a dog ~~A dog may be classified as potentially dangerous, shall be~~ based upon specific
16 behaviors exhibited by the dog. For purposes of MCC 8.10.265 through 8.10.285, behaviors
17 establishing various levels of Potentially Dangerous Dogs ~~potential dangerousness~~ are as follows:

18 (A) Level 1 behavior is established if a dog at large is found to menace, chase, display threatening
19 or aggressive behavior or otherwise threaten or endanger the safety of any person or domestic
20 Animal.

21 (B) Level 2 behavior is established if a dog while at large, causes Physical Injury to any domestic
22 Animal.

Multnomah County Animal Control Code

(C) Level 3 behavior is established if a dog, while confined in accordance with MCC 8.10.010(B), aggressively bites or causes any Physical Injury to any Person.

(D) Level 4 behavior is established if:

(1) A-a dog, while at large,

(a) Aggressively Bites or causes Physical Injury to any Person; or ~~a dog, while at large,~~

(b) kills a domestic Animal; or

(2) A dog classified as a Level 3 Potentially Dangerous Dog that repeats the behavior in subsection (C) of this section after the Owner or Keeper receives notice of the Level 3 classification.-

~~(E) Level 5 behavior is established if:~~

~~(1) A dog, whether or not confined, causes the Serious Injury or death of any person; or~~

~~(2) A dog is used as a weapon in the commission of a crime; or~~

~~(3) A dog classified as a Level 4 potentially dangerous dog that repeats the behavior described in subsection (D) of this section after the Owner or Keeper receives notice of the Level 4 classification.-~~

~~(E)~~(F) Notwithstanding subsections (A) through ~~(DE)~~ of this section, the Director shall have discretionary authority to refrain from classifying a dog as potentially dangerous, even if the dog has engaged in the behaviors specified in subsections (A) through (E) of this section, if the Director determines that the behavior was the result of the victim abusing or tormenting the dog or was directed towards a trespasser or other similar mitigating or extenuating circumstances.

[Ord. 517 3 (1986); Ord. 591 2 (1988); Ord. 732 3 (1992)]

Section XXXVII. AMENDMENT

MCC 8.10.271 is added to as follows:

Multnomah County Animal Control Code

1 (A) Classification of a dog as a Dangerous Animal shall be based upon the dog engaging in any of
2 the following behaviors:

3 (1) A dog, whether or not confined, causes the Serious Physical Injury or death of any person; or

4 (2) A dog is used as a weapon in the commission of a crime; or

5 (3) A dog classified as a Level 4 potentially dangerous dog that repeats the behavior described in
6 MCC 8.10.270 (C) or (D) of this section after the Owner or Keeper receives notice of the Level
7 4 classification.

8 (B) Notwithstanding subsections (A) of this section, the Director or Hearings Officer shall have
9 discretionary authority to refrain from classifying a dog as a Dangerous Animal, even if the dog
10 has engaged in the behaviors specified in subsection (A) of this section, if the Director or
11 Hearings Officer determines that the behavior was the result of the victim abusing or tormenting
12 the dog or was directed towards a trespasser or other extenuating circumstances that
13 establishes that the dog does not constitute an unreasonable risk to human life or property.

14 (C) If a dog is classified under this section as a Dangerous Animal, the Director shall have
15 discretion to order the dog not be euthanized provided the dog is placed in a certified
16 Dangerous Animal Facility as defined under this Chapter.

17 (D) The Director in making a determination under MCC 8.10.271 (C) may consider any relevant
18 evidence that addresses one or more of the following factors:

19 (1) Whether the dog constitutes an unreasonable risk to human life or property if housed in a
20 Dangerous Dog Facility; or

21 (2) Whether the dog has been through a certified obedience or other training program; or

22 (3) Whether the dog is a good candidate for obedience training based upon the testimony of a
23 certified animal trainer or behaviorist, or

Multnomah County Animal Control Code

(4) The reasonable likelihood of no repeated behavior by the Animal in violation of this Chapter.

Section XXXVIII. AMENDMENT

MCC 8.10.275 is amended as follows:

(A) The Director shall have authority to determine whether any dog has engaged in the behaviors specified in MCC 8.10.270 or 8.10.271. This determination may be based upon an investigation that includes observation of and testimony about the dog's behavior, including the dog's upbringing and the Owner's or Keeper's control of the dog, and other relevant evidence as determined by the Director. These observations and testimony can be provided by Multnomah County animal control officers or by other witnesses who personally observed the behavior. They shall sign a written statement attesting ~~attesting~~ to the observed behavior and agree to provide testimony regarding the dog's behavior if necessary.

(B) The Director shall have the discretion to increase or decrease a classified dog's restrictions based upon relevant circumstances.

(C) The Director shall give the dog's Owner or Keeper written notice by certified mail or personal service of the dog's specified behavior, of the dog's classification as a Potentially Dangerous Dog or Dangerous Animal, of the fine imposed, and of the restrictions applicable to that dog by reason of its classification. If the Owner or Keeper denies that the behavior in question occurred, the Owner or Keeper may appeal the Director's decision to the Hearings Officer by filing a written request for a hearing with the Director as provided under MCC 8.10.054.

(D) Upon receipt of notice of the dog's classification as a Level 1, 2, 3, or 4 Potentially Dangerous Dog or Dangerous Animal pursuant to subsection (C) of this section, the Owner or Keeper shall comply with the restrictions specified in the notice unless reversed on appeal. Failure to

Multnomah County Animal Control Code

comply with the specified restrictions shall be a violation of this chapter for which a fine can be imposed. Additionally, the Director shall have authority to impound the dog pending completion of all appeals.

(E) If the Director's decision or the Hearings Officer's decision finds that a dog has engaged in Dangerous Animal Level 5 behavior, the dog shall be impounded pending the completion of a Dangerous Animal facility application or any appeals.

[Ord. 517 3 (1986); Ord. 550 2, 3 (1987); Ord. 591 3 (1988); Ord. 732 3, 16 (1992)]

Section XXXIX. AMENDMENT

MCC 8.10.280 is amended as follows:

In addition to the other requirements of MCC chapter 8.10, the Owner or Keeper of a potentially dangerous dog shall comply with the following conditions:

(A) Dogs classified as Level 1 dogs shall be restrained in accordance with MCC 8.10.010(B) by a physical device or structure, in a manner that prevents the dog from reaching any public sidewalk, or adjoining property and must be located so as not to interfere with the public's legal access to the Owner's or Keeper's property, whenever that dog is outside the Owner's or Keeper's home and not on a leash.

(B) Dogs classified as Level 2 dogs shall be confined within a Secure Enclosure whenever the dog is not on a leash ~~or inside the home of the owner or keeper~~. The Secure Enclosure must be located so as not to interfere with the public's legal access to the Owner's or Keeper's property. In addition, the Director may require the Owner or Keeper to obtain and maintain proof of public liability insurance. In addition, the Owner or Keeper may be required to complete ~~pass~~ a responsible pet ownership program as prescribed ~~test administered~~ by the Director or a Hearings Officer.

Multnomah County Animal Control Code

1 (C) Dogs classified as Level 3 or Level 4 dogs shall be confined within a Secure Enclosure
2 whenever the dog is not on a leash ~~or inside the home of the owner or keeper~~. The Secure
3 Enclosure must be located so as not to interfere with the public's legal access to the Owner's or
4 Keeper's property, and the Owner or Keeper shall post warning signs, which are provided by
5 the Director, on the property where the dog is kept, in conformance with rules to be adopted by
6 the Director. In addition, the Director may require the Owner or Keeper to obtain and maintain
7 proof of public liability insurance. The Owner or Keeper shall not permit the dog to be off the
8 Owner's or Keeper's property unless the dog is muzzled and restrained by an adequate leash and
9 under the control of a capable person. In addition, the Director may require the Owner or
10 Keeper to satisfactorily complete a pet ownership program.

11 (D) Dogs classified as a Dangerous Animal ~~Level 5~~ dogs as described in MCC 8.10.2710 shall be
12 euthanized or placed in a Dangerous Animal Facility as determined by the Director or Hearings
13 Officer. A dog classified as a Dangerous Animal shall be confined within a Secure Enclosure
14 with a double security gate and shall meet the requirements in subsection (C) above. In
15 addition, the Director or Hearings Officer may suspend, for a period of time specified by the
16 Director or Hearings Officer, that dog Owner's or Keeper's right to be the Owner or Keeper of
17 any dog in Multnomah County, including dogs currently owned by that person.

18 (E) All dogs classified as Dangerous Animals ~~Level 5~~ potentially dangerous dogs, and determined
19 by the Director or Hearings Officer to be euthanized shall be euthanized at any time not less
20 than 20 days after the date of classification. Notification to the Director of any appeal to the
21 Hearings Officer as provided for in MCC 8.10.054(A) or to any court of competent jurisdiction
22 shall delay destruction of the dog until a date not less than 15 days after a final decision by the
23 Hearings Officer or final judgment by the court.

Multnomah County Animal Control Code

- (F) To insure correct identification, all dogs that have been classified as potentially dangerous or Dangerous Animals shall ~~may~~ be marked with a permanent identifying mark, micro-chipped, photographed, or fitted with a special tag or collar determined provided by the Director at the Owner's expense. The Director shall adopt rules specifying the type of required identification.
- (G) In addition to the normal licensing fees established by MCC 8.10.220(A)(1) and (2), there shall be an annual fee of \$50.00 for dogs classified at Level 1; and \$100.00 for dogs classified at Level 2 and 3 and; \$150 for dogs classified at Level 4. This additional fee shall be imposed at the time of classification of the potentially dangerous dog, and shall be payable within 30 days of notification by the Director. Annual payment of this additional fee shall be payable within 30 days of notification by the Director.
- (H) The Owner or Keeper of a Potentially Dangerous Dog or dogs classified as Dangerous Animals shall not permit the warning sign to be removed from the Secure Enclosure, and shall not permit the special tag or collar to be removed from the classified dog. The Owner or Keeper of a Potentially Dangerous Dog or dogs classified as Dangerous Animals shall not permit the dog to be moved to a new address or change owners or keepers without providing the Director with ten days' prior written notification.
- (I) Declassification of Potentially Dangerous Dogs or dogs classified as Dangerous Animals. Any Owner or Keeper of a classified Potentially Dangerous Dog or a dog classified as a Dangerous Animal may apply to the Director, in writing, to have the restrictions reduced or removed.
- (1) The following conditions must be met:
- (a) Level 1 or Level 2 dogs have been classified for one year without further incident, or two years for Level 3 or Level 4 dogs, four years for dogs classified as Dangerous Animals; and

Multnomah County Animal Control Code

- (b) The Owner or Keeper provides the Director with written certification of satisfactory completion of obedience training for the dog classified, with the Owner or Keeper; and
- (c) There have been no violations of the specified regulations; and
- (d) In addition, the Director may require the dog Owner or Keeper to provide written verification that the classified dog has been spayed or neutered.
- (e) Any reclassification request submitted under this subsection must include \$40.00 review fee.
- (f) Any other condition ordered by the Director or Hearings Officer at the time of

classification.

- (2) When the Owner or Keeper of a Potentially Dangerous Dog meets all of the conditions in this subsection, the restrictions for Level 1 and Level 2 classified dogs may be removed. Restrictions for Level 3, ~~and Level 4 dogs~~, and dogs classified as Dangerous Animals may be removed, with the exception of the Secure Enclosure.

[Ord. 517 3 (1986); Ord. 591 4 (1988); Ord. 732 3, 17 (1992); Ord. 773, 3 (1993)]

Section XXXX. AMENDMENT

MCC 8.10.285 is amended as follows:

Any person who observes or has evidence of behavior as described in MCC 8.10.270 or 8.10.271 shall forthwith notify the Director.

[Ord. 517 3 (1986)]

Section XXXXI. AMENDMENT

MCC 8.10.290 is amended as follows:

Multnomah County Animal Control Code

1 (A) The Director or Hearings Officer shall have authority to determine whether any infraction of this
2 chapter warrants other restrictions and conditions be imposed on the party in violation as provided in
3 MCC 8.10.900(C), in addition to the civil fine.

4 (B) This determination may be based upon an investigation that includes observation of and testimony
5 about the circumstances and the nature of the infraction, including the animal's behavior, the Owner's
6 control of the Animal, the care and treatment of the Animal, and other relevant evidence as
7 determined by the Director. These observations and testimony can be provided by Multnomah County
8 Animal Control officers or by other witnesses who personally observed the circumstances. They shall
9 sign a written statement attesting to the observed circumstances and agree to provide testimony, if
10 necessary.

11 (C) The Director shall give the party in violation written notice by regular and certified mail or
12 personal service of the Director's decision imposing a fine and any conditions or restrictions under this
13 section and MCC 8.10.900(C). The notice shall contain a brief explanation why the additional
14 conditions and restrictions were imposed. If the party wishes to challenge the Director's decision, the
15 party may appeal, as provided under MCC 8.10.054.

16 [Ord. 732 18 (1992)]

17 Section XXXXII. AMENDMENT

18 MCC 8.10.900 is amended and added to as follows:

19 (A) Violations of the provisions of this chapter shall be classified as provided below.

20 (1) Class A infractions. Violations of the following sections or subsections shall be Class A
21 infractions:

22 (a) MCC 8.10.030;

23 (b) MCC 8.10.150;

Multnomah County Animal Control Code

1 ~~(c)(b)~~ MCC 8.10.180;

2 ~~(d)(e)~~ MCC 8.10.190(B)(3);

3 ~~(e)(d)~~ MCC 8.10.190(B)(8);

4 ~~(f)(e)~~ MCC 8.10.190(B)(9);

5 ~~(g)(f)~~ MCC 8.10.190(B)(10);

6 ~~(h)(g)~~ MCC 8.10.190(B)(12);

7 ~~(i)~~ MCC 8.10.190(B)(13);

8 ~~(j)~~ MCC 8.10.192;

9 ~~(k)(h)~~ MCC 8.10.200.

10 (2) Class B infractions: Violations of the following sections or subsections of this chapter shall be

11 Class B infractions:

12 ~~(a) 8.10.045(A)(4);~~

13 ~~(a) 8.10.150;~~

14 (b) 8.10.155;

15 (c) 8.10.190(B)(4);

16 (d) 8.10.190(B)(5);

17 (e) 8.10.190(B)(6);

18 (f) 8.10.190(B)(7);

19 (g) 8.10.190(B)(11).

20 (3) Class C infractions. Infractions of the following sections or subsections of this chapter shall be

21 Class C infractions:

22 (a) 8.10.070;

23 (b) 8.10.170;

Multnomah County Animal Control Code

1 (c) 8.10.190(B)(1);

2 (d) 8.10.190(B)(2);

3 (e) 8.10.210.

4 (4) Except as provided under MCC 8.10.191 and 8.10.192, any other violation of this chapter not
5 listed in this subsection shall be a Class A infraction.

6 (B) Fines:

7 (1) Class A infraction. A fine for Class A infraction shall be no less than \$100.00 nor more than
8 \$500.00 for a first offense. The fine for a second Class A infraction committed within 12
9 months from the date that the first offense was committed shall be no less than \$200.00, nor
10 more than \$500.00. The fine for a third Class A infraction committed within 12 months from
11 the date that the first offense was committed, the fine shall be not less than \$500.00.

12 (2) Class B infraction. A fine for Class B infraction shall be no less than \$50.00 nor more than
13 \$250.00 for a first offense. If the violator committed either a Class A or B infraction within the
14 12-month period immediately prior to the date of the second infraction, the fine shall be no less
15 than \$100.00 nor more than \$250.00. If the violator has committed two or more Class A or B
16 infractions within the 12-month period immediately prior to the date of the most recent notice
17 of infraction for a Class B infraction, the fine shall be \$250.00.

18 (3) Class C infractions: A fine for a Class C infraction shall be no less than \$30.00 nor greater than
19 \$150.00 for a first offense. If the violator has committed a Class A, B, or C infraction within the
20 12-month period immediately prior to the date of the second infraction, the fine shall be no less
21 than \$50.00 nor more than \$150.00. If the violator has committed two or more Class A, B, or
22 C infractions within the 12-month period immediately prior to the date of the most recent
23 notice of infraction for a Class C infraction, the fine shall be \$150.00.

Multnomah County Animal Control Code

1 (C) Additional conditions and restrictions. In addition to the monetary civil penalties imposed for
2 infractions of this chapter, and the regulations applicable under MCC 8.10.280, the Director and the
3 Hearings Officer shall have authority to order additional restrictions and conditions upon the party in
4 violation, including but not limited to:

5 (1) Require the Owner or Keeper and Animal violator to satisfactorily complete an obedience
6 program approved by the Director or Hearings Officer at Owner's or Keeper's expense;

7 (2) Require the Owner or Keeper violator to attend a responsible pet ownership program adopted
8 and/or approved by the Director or Hearings Officer, at the Owner's or Keeper's violator's
9 expense;

10 (3) Require the Owner or Keeper of an Animal that unreasonable causes annoyance, as described in
11 8.10.190(B)(6), to keep the Animal inside the Owner or Keeper's residence during hours
12 specified by the Director or Hearings Officer between the hours of 10:00 p.m. and 7:00 a.m.;

13 (4) The Director or Hearings Officer may suspend, for a period of time specified by the Director or
14 Hearings Officer, the animal Owner's or Keeper's right to own or keep any animal in
15 Multnomah County.

16 ~~(4) Any other condition(s) that would reasonably abate the infraction;~~

17 (5) Require the Owner or Keeper to have the Animal surgically sterilized within a time period
18 determined by the Director or Hearings Officer.

19 (6) Any other condition(s) that would reasonably abate the infraction;

20 (D) Late payment penalties. If a civil penalty is unpaid after 30 days, the fine then due shall be
21 increased by 25 percent of the original amount; if the civil penalty is not paid after 60 days, the fine
22 then due shall be increased by 50 percent of the original amount.

Multnomah County Animal Control Code

1 (E) At the discretion of the Director, any civil penalty(ies) not paid within 30 days from the date of
2 issuance of the notice of infraction may be assigned to a collections agency for collection.

3 ~~(F) Ten percent of the fines and penalties collected under this chapter shall be placed in a separate~~
4 ~~fund for the purpose of providing training for animal control personnel.~~

5 [Ord. 156, VIII(1) (1977); Ord. 732 19 (1992); Ord. 773, 4 (1993)]

6 Section XXXXIII. AMENDMENT

7 MCC 8.10.910 is amended as follows:

8 (A) The operation of a facility without a license for which licensing is required under MCC 8.10.100
9 to 8.10.145 shall be a Class A infraction, and, in addition, the Director or Hearings Officer may order
10 removal of the all Animals housed in the facility or allow the facility operator to find suitable homes
11 for the Animals within 30 days ~~which exceed the number allowed under this chapter and require them~~
12 ~~to be removed from the county~~ or to be impounded subject to MCC 8.10.040(D).

13 (B) The operation of a facility by a person holding a facility license under MCC 8.10.100 to MCC
14 8.10.145, in violation of any provision of the license ~~this chapter~~ applicable to that license or to the
15 care of the Animals housed in the facility, shall be a Class A infraction; and in addition the Director or
16 Hearings Officer may order removal of any or all Animals from the facility for impoundment subject
17 to MCC 8.10.040(D) or allow the facility operator to find suitable homes for the animals within 30
18 days.

Multnomah County Animal Control Code

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2 Approved this 11th day of April, 1996 being the date of its second reading
3 before the Board of County Commissioners of Multnomah County, Oregon.

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MULTNOMAH COUNTY, OREGON

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by 
Beverly Stein
Multnomah County Chair

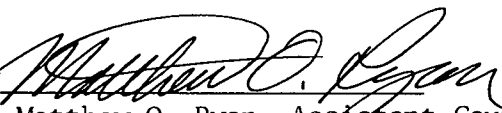
9 REVIEWED:

10 LAURENCE KRESSEL, COUNTY COUNSEL
11 for MULTNOMAH COUNTY, OREGON

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By 
Matthew O. Ryan, Assistant Counsel