



Resolution 2005-016

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH WASHINGTON COUNTY FOR THE DEVELOPMENT OF WEST NILE VIRUS RESPONSE PLAN

WHEREAS, ORS 190.003 – 190.110 encourages intergovernmental cooperation and authorizes local government entities to delegate to each other the authority to perform their respective functions as necessary;

WHEREAS, ORS 190.010 authorizes the parties to enter into an agreement for the performance of any or all functions and activities a party to the agreement has authority to perform;

WHEREAS, the West Nile Virus, whose vector is the mosquito, is expected to arrive in Oregon during the spring of 2005;

WHEREAS, the arrival of this virus demands a response that is regionally coordinated, effective, ecologically sound, and proportional to the potential risks presented by the virus; and

WHEREAS, the City has the responsibility to protect human health and the environment.

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. The City Manager or Mayor is authorized to enter into an intergovernmental agreement with Washington County for the development of a West Nile Virus Response Plan; and

Section 2. Instruct the City of Sherwood Operations Manager to carry out the responsibilities described in the attached intergovernmental agreement under “City Responsibilities,” items 1 through 9; and

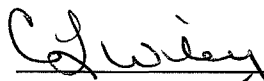
Section 3. Instruct City staff to conduct an annual evaluation of the effectiveness of this agreement prior to the December 31, 2005 expiration date. (Agreement shall be automatically renewed until December 31, 2006, unless otherwise amended).

Duly passed by the City Council this 5th day of April, 2005.



Keith S. Mays, Mayor

ATTEST:



C.L. Wiley, City Recorder

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and the City of Sherwood.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: 03/15/05, or upon final signature, whichever is later.

The expiration date is: 12/31/05 which shall be automatically renewed until 12/31/06; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) To the extent applicable, the provisions of ORS 279C.500 through ORS 279C.870 are incorporated by this reference as though fully set forth.
- 5) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 6) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 7) This Agreement may be terminated, with or without cause and at any time, by a party by providing _____ (30 if not otherwise marked) days written notice of intent to the other party(s).
- 8) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 9) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 10) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 11) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- 12) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 13) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor.
- 14) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Jurisdiction

Signature

Date

Printed Name

Title

Address: _____

WASHINGTON COUNTY:

Signature

Date

Printed Name

Title

Address:

Mail Stop # _____
Hillsboro, OR _____

EXHIBIT A

Statement of Work /Schedule/Payment Terms

County's Responsibilities:

1. The County shall coordinate efforts to meet the goals of the State Health Service's West Nile Virus (WNV) response plan.
2. The County shall coordinate public education related to matters of public health and human behavior throughout Washington County.
3. The County shall work with state and local health, veterinarian, agricultural, and wildlife organizations to survey and track human, equine, and avian cases of WNV. The County shall alert those subject to this Intergovernmental Agreement of confirmed cases.
4. The County shall employ an entomologist to design/develop sampling program, train City staff on sampling process, process mosquito larva, and collect and process adult samples.
5. The County shall provide larvicide product to the City to treat publicly owned sumped catch basins under city control.
6. The County will keep a database of all treated sumped catch basin sites based on reporting provided by cities.
7. The County shall develop a complaint log, train appropriate staff and partners, maintain a database mapping complaints and surveillance findings.

CITY RESPONSIBILITIES

1. The City shall utilize and distribute public education materials provided by the County and Clean Water Services, in order to maintain a consistent regional communication strategy.
2. The City shall report mosquito complaints to the County.
3. The City shall work with the County entomologist to design/develop and conduct a regional water sampling regime that will include representative catch basins, storm water facilities, and natural wetlands throughout areas within their boundaries throughout the mosquito season (March through October).
4. The City shall deliver water/larva samples to the County entomologist for processing and tracking.
5. The City shall actively educate neighborhood associations, community participation organizations, and other citizen groups, and encourage private property source reduction efforts and other personal behaviors that will reduce risk of exposure.
6. The City shall maintain catch basins and storm water facilities to limit the presence of standing water and decaying organic debris (particularly dead cattails and grass clippings).
7. The City shall treat all publicly owned sumped catch basins with larvicide between May 1, 2005 and June 30, 2005. The City will provide the County with weekly reports of work completed. The weekly report will include the GPS coordinates of all treated sumped catch basins.
8. The City shall install habitat features as appropriate to promote amphibian, bird, and predatory insect (dragonfly) populations that feed on mosquito larva.

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9. The City will implement other mosquito control tasks based on public health risk as determined by the County.

Unless otherwise specified herein, the parties agree that there will be no monetary compensation paid to the other, that each shall bear their own costs and that reasonable and beneficial consideration exists to support this agreement.