



RESOLUTION 2012- 021

A RESOLUTION AUTHORIZING THE CITY MANAGER PRO TEM TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR 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 authority to perform their respective functions as necessary; and

WHEREAS, the parties agree that performing these responsibilities in a collaborative and cooperative manner promotes the cost-effective and efficient use of public resources; and

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

WHEREAS, the arrival of this virus demands a response that is regionally coordinated, effective, ecologically sound, and proportionate to the potential risk presented by the virus.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager Pro Tem is authorized to sign the Intergovernmental Agreement with Washington County for development of the West Nile Virus Response Plan, attached as Exhibit A.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 1st day of May 2012.



Keith S. Mays, Mayor

Attest:



Sylvia Murphy, CMC, City Recorder

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and 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: 05/01/2012, or upon final signature, whichever is later.
The expiration date is: 12/30/2016; 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 279B.220 through ORS 279B.235 and ORS 279C.500 through 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 (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:

155 N First Ave
Mail Stop # 5
Hillsboro, OR 97124

ATTACHMENT A

Statement of Work /Schedule/Payment Terms

The 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 related to vector-borne disease 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.
4. The County shall alert those subject to this Intergovernmental Agreement of confirmed WNV cases.
5. The County shall employ a Mosquito Control Coordinator to design and develop a sampling program and train City staff on mosquito sampling procedures, as needed.
6. The County shall establish a schedule for City staff to submit larval and adult mosquito samples, as needed. The County Mosquito Control Coordinator shall process and track larvae and adult mosquito samples collected by City staff.
7. The County shall provide larvicide product to the City to treat publicly owned sumped catch basins under city control.
8. The County shall maintain a database of known sumped catch basin and aquatic habitats.
9. The County shall maintain a database mapping complaints, surveillance findings and mosquito control activities.
10. The County shall maintain, design, develop and conduct a regional larval and adult mosquito program that will include representative catch basins, storm water facilities, and natural areas within the County throughout the mosquito season (typically March through October).
11. The County shall maintain registration and follow requirements as an operator for the 2300 A Pesticide General Permit through the Oregon Department of Environmental Quality.
12. The County shall establish mosquito management practices for catch basins (Attachment B)
13. The County shall maintain a Pesticide Discharge Management Plan as required for the 2300A Pesticide General Permit
14. The County shall conduct mosquito surveillance, visual assessments, mosquito control measures and efficacy checks throughout the County, as needed
15. The County shall maintain all correspondences relating to agreement

CITY RESPONSIBILITIES

1. The City shall utilize and distribute public education materials provided by the County and Clean Water Services (CWS), in order to maintain a consistent regional communication strategy.

ATTACHMENT A

Statement of Work /Schedule/Payment Terms

2. 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.
3. The City shall report bird and mosquito complaints that it receives to the County
4. The City shall identify, in cooperation with CWS, locations of storm water facilities and aquatic features that may produce mosquitoes and provide that information to the County to integrate with the County's complaint and surveillance information.
5. The City shall deliver larval and/or adult mosquito samples to the County Mosquito Control Coordinator for processing and tracking on the schedule established by the County, as needed.
6. The City shall allow the County to implement mosquito surveillance and control measures as needed, for sites under the control of the City.
7. 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).
8. The City shall follow mosquito management practices for catch basins (Attachment B) developed by the County.
9. The City shall provide the County with reports of surveillance and/or pesticide applications, no later than 14 days after actions take place.
10. In the event the City is unable to implement mosquito surveillance and/or control measures in a timely manner, the City will notify the County and request assistance.
11. The City shall maintain pesticide application records in accordance with local, state and federal laws.
12. The City shall apply pesticides for mosquito control in compliance with local, state, and federal laws.
13. The City shall follow the County's Pesticide Discharge Management Plan regarding mosquito control as found in Attachment C and by this reference incorporated herein.
14. The City shall maintain all correspondences relating to agreement.

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.