

INTERAGENCY AGREEMENT

This Agreement is between the Oregon Department of Agriculture, Pesticide Analytical and Response Center ("PARC") and the Department of Consumer and Business Services, Oregon Occupational Safety and Health Division ("Oregon OSHA") both individually without distinction as "Party" and collectively as the "Parties."

SECTION 1: AUTHORITY

This Agreement is entered into pursuant to the authority granted by ORS 190.110 and 283.110, allowing state agencies to enter into agreements with other state agencies to cooperate in performing duties, exercising powers or administering policies or programs.

SECTION 2: PURPOSE

The Pesticide Analytical and Response Center (PARC) was created by executive order in 1978. The program was reauthorized under the Oregon Dept. of Agriculture (ODA) as ORS 634.550, in 1991.

PARC is mandated to perform the following activities with regard to pesticide-related incidents in Oregon that have suspected health and environmental effects: Collect incident information, mobilize expertise for investigations, identify trends and patterns of problems, make policy or other recommendations for action, report results of investigations, and prepare activity reports for each legislative session.

This Interagency Agreement will enable PARC and Oregon OSHA to work together by providing PARC support, services and consultations as necessary from Oregon OSHA.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement shall begin on July 1, 2019, and shall terminate on June 30, 2021. The Agreement may be renewed for up to ten (10) years, unless terminated earlier in accordance with Section 7.

This Agreement replaces the previous MOU between ODA and Oregon OSHA.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 PARC'S AUTHORIZED REPRESENTATIVE IS:

Theodore Bunch Jr., PARC Coordination Team Leader
Oregon Department of Agriculture
Natural Resource Programs
635 Capitol St NE, Suite 100
Version 1.2 – November 10, 2016

Salem, OR 97301
503-986-4562
tbunch@oda.state.or.us

4.2 Oregon OSHA'S AUTHORIZED REPRESENTATIVE IS:

Garnet R. Cooke, Pesticide Coordinator
Oregon OSHA
Salem Field Office
PO Box 4513
1340 Tandem Ave. NE, Suite 160
Salem, OR 97309
503-378-4730
garnet.r.cooke@oregon.gov

4.3 A PARTY MAY DESIGNATE A NEW AUTHORIZED REPRESENTATIVE BY WRITTEN NOTICE TO THE OTHER PARTY.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 PARC SHALL perform the duties as state in ORS 634.550 (5) and are summarized as follows:

- Centralize receiving of information relating to actual or alleged health and environmental incidents involving pesticides.
- Mobilize expertise necessary for timely and accurate investigation of pesticide incidents and analyses of associated samples.
- Identify trends and patterns of problems related to pesticide use.
On the basis of identification of a trend or pattern of problems, make recommendations for action to a state agency. Recommended actions may include but not be limited to regulatory action, modification of administrative rules, proposing new legislation, public education, and consultation to industry.
- Report in a standardized format the results of the investigations of pesticide incidents.
- Establish procedures for carrying out the responsibilities of PARC within the limits of available resources.
- Prepare and submit to each session of the Legislative Assembly a report of the activities of PARC, including a record of recommendations made to state agencies and the actions resulting from PARC's work.

PARC further acknowledges and agrees that any medical information received by participants in or consultants to PARC, whether received directly from individuals, from health care providers, or from other participants in or consultants to PARC, as a result of participating in PARC will be held confidential as provided in ORS 192.518 through 192.529, ORS 433.008 and associated statutes and administrative rules.

The Director of the Oregon Department of Agriculture will appoint an administrator for PARC, according to ORS 634.550 (2). The PARC administrator will be responsible for the performance of PARC duties.

In addition to the duties of PARC stated in ORS 634.550 (5) and summarized above, PARC may serve as a resource to Oregon OSHA on pesticide issues. PARC may act in such a capacity by:

- Bringing issues of interest or concern to Oregon OSHA to the attention of the other agencies participating in PARC.
- Providing information received by PARC relating to actual or alleged health and environmental incidents involving pesticides. Such information may include but is not limited to complaints received about intended, alleged or actual pesticide use, and investigations associated with such complaints. Information will be provided to Oregon OSHA in a timely manner.
- Facilitating the exchange of information on pesticide issues between and among Oregon OSHA and other agencies involved with PARC.
- Obtaining human or environmental toxicological information about pesticides of interest to Oregon OSHA, and providing that information to Oregon OSHA.
- Coordinating other activities between and among Oregon OSHA and other agencies involved with PARC regarding pesticide issues. Such activities may include the identification and requesting of potential funding, the development and delivery of educational materials, and the review and evaluation of research, reports or, other documents.

5.2 Oregon OSHA SHALL acknowledge the following:

- The statutory basis of PARC, contained in ORS 634.550.

Oregon OSHA will be an active member in PARC. Specifically, Oregon

OSHA will:

- Regularly have the Administrator of the Oregon OSHA, or designee, attend meetings of the PARC governing board, and participate in the activities of PARC. Such participation may include the review and evaluation of information gathered through PARC, with particular emphasis on identifying trends and patterns of problems related to pesticide use, formulating recommendations to address these problems, and reporting.
- Provide to PARC information received by Oregon OSHA relating to actual or alleged health and environmental incidents involving pesticides. Such information may include complaints received about intended, alleged, or actual pesticide use situations and investigations associated with such complaints. Information will be provided to PARC in a timely manner.
- Receive information from PARC relating to actual or alleged health and environmental incidents involving pesticide use, consider this information in like manner as a referral, and conduct associated investigations within existing Oregon OSHA authority. Such

- investigations will be conducted in a timely and accurate manner in accordance with procedures established by Oregon OSHA.
- Receive, review, and evaluate recommendations from PARC for action by Oregon OSHA associated with pesticide use. Oregon OSHA will report to PARC regarding its review and evaluation of the individual recommendations and the intended action in response to each recommendation.
- Provide to Oregon OSHA employees, and to members of the industries regulated by Oregon OSHA information regarding the activities conducted by PARC.

Oregon OSHA further acknowledges and agrees to the following:

- Any medical information received by Oregon OSHA as a result of participating in PARC will be held confidential as provided in ORS 192.525 and ORS 433.008, and associated statutes and administrative rules.
- The duties and activities of PARC do not supersede the regulatory authority of Oregon OSHA, and are not in lieu of the regulatory authority of Oregon OSHA.
- No funding will be transferred from PARC to Oregon OSHA for the conduct of any activities unless a specific amendment to this agreement is agreed upon by both parties.

SECTION 6: COMPENSATION AND PAYMENT TERMS

Neither Party shall pay monetary compensation to the other Party under this Agreement.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated at any time by mutual written agreement of the Parties.

7.2 A Party may terminate this Agreement upon 30 days written notice to the other Party.

7.3 A Party may terminate this Agreement immediately upon written notice to the other Party, or at such later date as the terminating Party may specify in such notice, upon the occurrence of any of the following events:

7.3.1 The terminating party fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient in the terminating Party's reasonable administrative discretion, to perform its duties under this Agreement;

7.3.2 Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the terminating Party's performance under this Agreement is prohibited or the terminating Party is prohibited from paying for such performance from the planned funding source;

7.3.3 The other Party materially breaches a covenant, warranty or obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger that Party's performance under this Agreement in accordance with its terms, and such breach or failure is not cured within 20 days after delivery of the terminating Party's notice to the other Party of such breach or failure, or within such longer period of cure as the terminating Party may specify in such notice.

SECTION 8: AMENDMENTS

The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement of the Parties.

SECTION 9: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement shall be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to a Party's Authorized Representative at the address, number or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section 9.

SECTION 10: SURVIVAL

All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

SECTION 11: SEVERABILITY

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

SECTION 12: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

SECTION 13: LIABILITY AND INSURANCE

13.1 The Parties understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS Chapter 278, and subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300). Each Party agrees to accept that coverage as adequate insurance of the other Party with respect to personal injury and property damage.

13.2 The Parties agree that any tort liability claim, suit, or loss resulting from or arising out of the Parties' performance of, or activities under, this Agreement shall be allocated, as between the Parties, in accordance with law by Risk Management of the Department of Administrative Services for purposes of the Parties' respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. Each Party to the Agreement agrees to notify Risk Management and the other Party in the event it receives notice or knowledge of any claims arising out of the Parties' performance of, or activities under, this Agreement.

SECTION 14: DAS REPORTING REQUIREMENT

The Parties agree that PARC shall be the Reporting Party for purposes of ORS 190.115, Summaries of Agreements of State Agencies. PARC shall submit a summary of this Agreement to the Oregon Department of Administrative Services through the electronic Oregon Procurement Information Network (ORPIN), within the 30-day period immediately following the Effective Date of the Agreement.

SECTION 15: RECORDS

The Parties shall create and maintain records documenting their performance under this Agreement. The Oregon Secretary of State's Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.

SECTION 16: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws and regulations.

SECTION 17: NO THIRD PARTY BENEFICIARIES

PARC and Oregon OSHA are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be

SECTION 18: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond that Party's reasonable control.

SECTION 19: MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

SECTION 20: SUBCONTRACTS AND ASSIGNMENT

20.1 Neither Party may enter into any subcontracts for the performance of any of its obligations under this Agreement, without the prior written consent of the other Party.

20.2 Neither Party may assign, delegate or transfer any of its rights or obligations under this Agreement, without the prior written consent of the other Party.

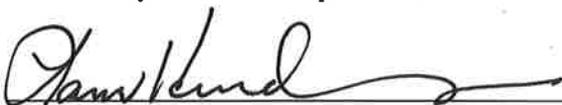
SECTION 21: ADDITIONAL PROVISIONS

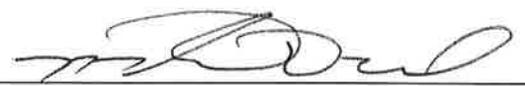
RESERVED

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its
Oregon Department of Agriculture
Pesticide Analytical and Response Center

STATE OF OREGON acting by and through its
Oregon OSHA

By: 
Lauren Henderson
Assistant Director

By: 
Michael Wood
Oregon OSHA Administrator

Date: 6/7/2019

Date: 6/6/2019