

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING A ) RESOLUTION NO. 94-2042  
COMPETITIVE BID EXEMPTION PURSUANT TO )  
METRO CODE CHAPTER 2.04.41(C) AND ) Introduced by Rena Cusma  
EXECUTION OF A SOLE-SOURCE CONTRACT ) Executive Officer  
WITH NANCY OWEN-MYERS FOR DEVELOPMENT )  
OF AN INTEGRATED PEST MANAGEMENT )  
PROGRAM FOR METRO SOLID WASTE FACILITIES. )

WHEREAS, Nancy Owen-Myers is deemed to be an expert in the field of Entomology and specifically in the development of integrated pest management (IPM) systems; and

WHEREAS, Metro is in need of an IPM plan that will provide innovative ways to reduce pesticide use and extend pest management alternatives to staff and subcontractors at Metro managed solid waste facilities; and

WHEREAS, on behalf of Metro she has drafted and submitted a grant application to the Environmental Protection Agency (EPA) for establishment of such an IPM; and

WHEREAS, the EPA has enthusiastically awarded a grant to Metro which will fund an IPM policy and implementation plan complete with an instruction manual explaining:

- > The steps of an IPM;
- > The specific problems and remedies identified at such facilities;
- > The need for personal protective and safety equipment;
- > How to incorporate existing practices and policies into an IPM; and

WHEREAS, Metro, in light of the above action, has a unique opportunity to develop and implement an agency-wide IPM program; and

WHEREAS, the desire to contract with Nancy Owen-Myers is a natural outcome of a successful and productive past relationship which culminated in the grant; and

WHEREAS, such a contract is confined to a single project, unlikely to encourage favoritism in the awarding of or substantially diminish competition for public contracts; and

WHEREAS, the award of a public contract pursuant to this exemption process is expected to enhance the final product and substantially reduce the program's potential cost; and

WHEREAS, the Executive Officer has reviewed the attached personal services agreement with Nancy Owen-Myers, recommends the proposed "Sole Source" designation, and hereby requests an exemption to the competitive bidding requirement of Metro Code Chapter 2.04.041; and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

BE IT RESOLVED, That the Metro Contract Review Board hereby declares the attached agreement (Exhibit "A" hereto) with Nancy Owen-Myers to be a "Sole Source" contract pursuant to Metro Code Chapter 2.04.060 and authorizes an exemption to competitive bidding pursuant to Metro Code Chapter 2.04.041 (c).

ADOPTED by the Council of Metro this 10th day of November, 1994

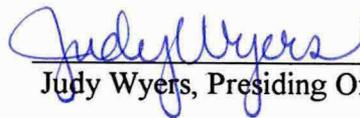
  
\_\_\_\_\_  
Judy Wyers, Presiding Officer

EXHIBIT A  
to RESOLUTION NO. 94-2042  
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232, and Nancy Owen-Myers, referred to herein as "Contractor," located at 1740 SE Lexington, Portland, OR 97202.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective on November 1, 1994, and shall remain in effect until and including October 31, 1995, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed FOURTEEN THOUSAND AND FOUR HUNDRED AND NINETY DOLLARS (\$14,490).

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance.

b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the state of Oregon and shall be conducted in the circuit court of the state of Oregon, for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor five days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be modified in a writing signed by both parties.

NANCY OWEN-MYERS

METRO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Exhibit A

### SCOPE OF WORK

#### Development of Integrated Pest Management (IPM) Policies and Implementation Plan at Metro Managed Facilities

The Contractor will write, edit, illustrate and aide in the production coordination of IPM policies and an implementation plan (with manual) for IPM implementation at Metro managed facilities.

This plan will cover IPM of the exterior and interior ornamental landscapes and IPM of structural pests of all Metro managed facilities with two exceptions:

- > Enclosures at the Washington Park Zoo: this plan will not address pest management of plant materials used inside exhibits and enclosures at the zoo.
- > Glendoveer Golf Course: because of the intensive management practices necessary to maintain playable turf, the golf course will not be included in this program.

The Contractor will prepare a written report of work completed following each phase of the project. This will be submitted to Metro and the EPA.

The Contractor will provide:

- Research
- Writing
- Editing
- Review process
- Production coordination
- Project administration

Time Frame:

The project will be completed in four phases following approval of the grant.

Phase I. Research and Review / Goal Setting (November - December 1994)

Activities outlined in Phase I. include the following: (est. \$3,360)

- Reviewing existing pest management practices
- Research other IPM policies from similar agencies
- Set goals for pest management at Metro facilities

Phase II. Policy and Manual Development (January - February 1995)

Activities outlined in Phase II. include the following: (est. \$4,530)

- Develop IPM policy for existing and future Metro facilities
- Develop a written synopsis of the research findings and resulting maintenance goals
- Present the policy to the Metro Council
- Develop a manual

Phase III. Policy and Plan Implementation / Training (March - June 1995)

Activities outlined in Phase III. include the following: (est. \$3,600)

- Develop training materials
- Coordinate training in workshops or on-site assistance opportunities

Phase IV. Evaluation / Case Study and [interpretation Development (July - October 1995)

Activities outlined in Phase IV. include the following: (est. \$3,000)

- Evaluation of the IPM policy and program for maintenance personnel
- Develop case study materials for workshops
- Develop interpretive materials for Metro facilities
- Final evaluation

Project Outline for Fiscal Year Calendar

FY 1994 - 1995 (July 1st - June 30th)

- Phase I. Research and Review / Goal Setting
- Phase II. Policy and Manual Development
- Phase III. Policy and Plan Implementation / Training

Total Contribution from Metro for FY 1994 - 95: \$4,700

Total Funding from EPA for 1994 - 95: \$11,490

FY 1995 - 1996 (July 1st - June 30th)

- Phase IV. Evaluation / Case Study and Interpretation Development

Total Contribution from Metro for 1995 - 96: \$6,700

Total Funding from EPA for 1995 - 96: \$3,000

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Total Metro IPM project: \$25,890

**Payment:**

Upon completion of each phase, and The Contractor's submission of an invoice and a report acceptable to Metro and EPA, Metro will pay Contractor the compensation identified above for the phase of work completed.

Metro shall pay Contractor for services performed and materials delivered in the maximum sum of **FOURTEEN THOUSAND AND FOUR HUNDRED AND NINETY DOLLARS (\$14,490)**. This maximum sum includes all fees, costs and expenses of whatever nature. Contractor's billing statements will include an itemized statement of the work done during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention Solid Waste Department. Metro will pay Contractor within 30 days of receipt of an approved invoice.

Budget Description	Budgeted Amount
<u>Metro Contribution to Project</u>	
Metro staff assistant (clerical, administrative) .10 FTE	\$ 4,000
Policy / Plan Manual	
Design and produce (60 hrs @ \$30 / hr)	1,800
Printing	400
Case study	
Edit and Design (40 hrs @ \$30 / hr)	1,200
Printing	1,000
Interpretive Signs	
Design and write copy (20 hrs @ \$30 / hr)	600
Produce (four facilities, six signs @ \$100 each)	2,400
<b>Total Metro Contribution to Project</b>	<b>\$11,400</b>
<u>Contractor's Compensation</u>	
Salary and overhead (mileage, phone, computer rental) @ \$30 / hr	
Review existing policies, practices, contract specs (112 hrs)	\$ 3,360
Write policy and IPM manual (151 hrs)	4,530
Provide training, assist in implementation, workshops (120 hrs)	3,600
Prepare surveys, distribute to Metro staff and contractors (20 hrs)	600
Summarize and evaluate surveys, prepare case study materials and interpretive signs, write final report (80 hrs)	2,400
<b>Contractor's Compensation Total</b>	<b>\$14,490</b>
<b>Program Total</b>	<b>\$25,890</b>

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**NCAP**

Northwest Coalition for  
Alternatives to Pesticides

September 26, 1994

via fax at (503) 797-1795

Ms. Carrie Kraten  
Solid Waste Department - Operations  
METRO  
600 NE Grand  
Portland, OR 97232

Dear Ms. Kraten:

I am writing to highly recommend Nancy Owen Myers as a qualified, exceptional integrated pest management specialist. To my knowledge, she is the only person of her caliber and experience who can fulfill the EPA grant to establish integrated pest management (IPM) programs for the Portland area Metro.

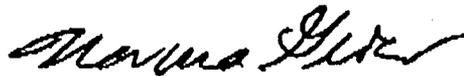
Since I have been a staff member for the last 11 years with a non-profit organization that promotes alternatives to the use of pesticides, I am familiar with what efforts are needed to develop and implement a comprehensive integrated pest management (IPM) program. The job cannot be performed by just anyone.

Nancy Owen Myers first introduced herself to me over a year ago when she had lived only a short time in the Portland area. At that time, I knew that her move to the Pacific Northwest was a tremendous gain for the region. For many years, I had followed the IPM work of the National Park Service in the Washington D.C. area. Many of that agency's successes with IPM are the models promoted by other public agencies and groups. The Park Service IPM programs ranged from controlling yellow jackets to lawn maintenance. Nancy was the resource person providing technical assistance for these successes.

As the Metro IPM program develops, it will have the potential to significantly boost alternative approaches to pest management for Oregon and the Pacific Northwest. A qualified contractor will ensure that this program will be another exceptional contribution by Metro showing others how to reduce the use of toxic substances. I hope you will select Nancy Owen Myers as the person to perform this job. We will all benefit from the results of her work.

Thank you for considering my input.

Sincerely,



Norma Grier  
Executive Director

P.O. Box 1393  
Eugene, Oregon 97440  
(503) 344-5044

1740 S.E. Lexington

Nancy Owen Myers  
Portland, OR 97202

(503)234-3497

### Education

**Master of Science, Entomology**

1991, University of Maryland

Research project: Development of Integrated Pest Management (IPM) program for National Parks of the mid-Atlantic region

**Bachelor of Science, Forest Management**

1985, University of Washington

### Experience

**Regional IPM Coordinator**

1991 - 1992, Center for Urban Ecology  
National Capital Region, National Park Service

Implemented the National Park Service IPM policy guidelines by providing extensive technical assistance in IPM methods and tactics:

- to park resource management and maintenance in 17 National Parks.
- in the development of a rodent management training video

Developed and presented seminars and courses in IPM: general information, tips for implementation, specifics of monitoring, pesticide safety, others

Developed a database management program in dBase IV to monitor and summarize over 500 pesticide requests, and to annually summarize the uses by park, by product, and by active ingredient

Designed and implemented research project to examine the effects of mechanical control for control of white grubs in turf

Assisted all interested park personnel in obtaining public pesticide applicator's licenses

**Research Assistant**

1987 - 1990, Dept. of Entomology  
University of Maryland

Implemented and evaluated IPM program over 400 acres at five National Historic Sites  
Wrote integrated pest management manual for use by natural resource managers at National Parks

Developed computerized data management program to document pest management activities

Hired, trained and supervised 4 IPM field scouts and 3 laboratory technicians

Designed, implemented, and evaluated 3 studies to examine:

- the use of nematodes for black vine weevil control
- biological control of nematode pests of boxwood in landscapes
- the effect of tree wrap on the occurrence of borers in dogwood

Prepared biweekly reports of pest activity in park landscapes, recommending treatments as needed

Produced interpretive materials to present IPM to park visitors

**Teaching Assistant**

1990, Dept. of Biology  
University of Maryland

Prepared and presented lectures and laboratory exercises for two introductory biology laboratories per week  
Designed and corrected weekly assignments and quizzes for 45 students  
Offered tutorial assistance in introductory biology and scientific writing

**Plant Care Diagnostician**

1993, Collier Arbor Care  
Portland, Oregon

Diagnosed plant diseases and insect pests  
Performed control operations on infested plant material

**Assistant City Forester**

1985, Highland Park, Illinois

Carried out Dutch elm disease management program for a city of 30,000  
Administered and supervised contractors providing tree planting and maintenance services to the city  
Updated computerized planting program

**Licenses, Skills, Memberships**

Proficient in WordPerfect, Lotus 123, dBase IV; exposure to Freelance Plus, AutoCAD

Commercial pesticide applicator in Oregon, ornamental insects/fungi

Oregon driver's license

**Member:**

Entomological Society of America  
International Society of Arboriculture  
Northwest Coalition for Alternatives to Pesticides  
Oregon Tilth

References available upon request

Presentations

IPM programs for National Historic Sites. *at* The Interstate Ornamental Plant Management Conference, College Park, MD. February, 1989.

Non-chemical management of landscape pests. *at* Issues in Cultural Landscape Management Course, National Park Service, Richmond, VA. March 1989.

The Integrated Pest Management Approach. *at* West Virginia Cooperative Extension Turf and Ornamentals Conference, Charleston, WV. November, 1989.

Insect Pests of Boxwood and their Control. *at* The Interstate Ornamental Plant Management Conference, College Park, MD. February, 1990.

Monitoring. *at* The National Park Service Integrated Pest Management Short Course, Hagerstown, MD. April, 1990.

Monitoring. *at* The National Park Service Integrated Pest Management Short Course, Hagerstown, MD. March, 1991.

Integrated Pest Management in the National Capital Region. *at* Annual Chiefs of Maintenance Meeting, Williamsburg, VA. September, 1991.

Brass Tacks of IPM. Guest lecturer in HORT 432, Landscape Installation and Maintenance, University of Maryland, College Park, MD. October, 1991.

Monitoring. *at* The National Park Service Integrated Pest Management Short Course, Cape Cod, MA. October, 1991.

Safe and Responsible Use of Pesticides. *at* Maryland-National Capital Parks and Planning Commission Safety Management Conference, College Park, MD. November, 1991.

Monitoring. *at* The National Park Service Integrated Pest Management Short Course, Grand Canyon National Park, AZ. June, 1992.

Nancy Owen Myers, page 4

### Presented Papers

Owen, N.P., B. Bull, and M.J. Raupp. Black vine weevil abundance influenced by irrigation in urban vine euonymus beds. *at Entomological Society of America National Meeting, San Antonio, TX. December, 1989.*

Owen, N.P., C.S. Sadof, and M.J. Raupp. The effect of plastic treewrap on the incidence of dogwood borers in young dogwood trees. *at Entomological Society of America National Meeting, New Orleans, LA. December, 1990.*

### Publications

Owen, N.P., M.J. Raupp, C.S. Sadof, and B.C. Bull. *The influence of entomophagous nematodes and irrigation on black vine weevil in urban vine euonymus beds.* In press, *Journal of Environmental Horticulture*, September 1990.

Owen, N.P., C.S. Sadof, and M.J. Raupp. *The effect of plastic treewrap on borer incidence in dogwood.* In press, *Journal of Arboriculture*, September 1990.

Myers, N.O. *Integrated Pest Management in the National Park Service.* *Regulatory Horticulture*, Spring 1991.

## STAFF REPORT

### CONSIDERATION OF RESOLUTION NO. 94 - 2042 FOR THE PURPOSE OF AUTHORIZING A COMPETITIVE BID EXEMPTION PURSUANT TO METRO CODE CHAPTER 2.04.41(C) AND EXECUTION OF A SOLE-SOURCE CONTRACT WITH NANCY OWEN-MYERS FOR DEVELOPMENT OF AN INTEGRATED PEST MANAGEMENT PROGRAM FOR METRO SOLID WASTE FACILITIES.

Date: October 4, 1994

Presented by: Sam Chandler

#### Proposed Action

Adoption of Resolution No. 94 - 2042 waives competitive bidding procedures and authorizes the execution of a sole-source personal services agreement with Nancy Owen-Myers to implement IPM at Metro facilities. Metro funding, along with a one - time EPA grant, will economically support this program.

#### Factual Background and Analysis

Metro is responsible for regional services in the urban areas of Clackamas, Multnomah, and Washington counties and serves more than one million residents in 24 cities. Metro services include management of solid waste disposal and recycling, including hazardous waste management; operation of the Metro Washington Park Zoo; management of regional parks and greenspaces; provision of technical services to local governments, and coordination of regional transportation and land-use planning. Through the Metropolitan Exposition - Recreation Commission, Metro also manages the Oregon Convention Center, Expo Center, Civic Stadium and the Portland Center for the Performing Arts.

Since 1987, Metro has conducted innovative education programs about hazardous products and alternatives to their use. In 1993 the agency launched an alternatives to pesticides educational program for consumers and is developing a similar waste reduction educational program for organizations that generate hazardous materials, including pesticides. These programs have highlighted the need for a cohesive IPM policy for all Metro facilities and property. At present, some Metro facilities have IPM policies and practices in place, while others do not.

The EPA has identified IPM as an option for minimizing waste from non agricultural pesticide applicators. However, extension of information about IPM to these pesticide users has been inconsistent, at best. By developing a Metro IPM program, and using it as a model for pesticide use reduction education, Metro would be able to employ an innovative approach for extending information about IPM to commercial pesticide users, and through them, to the general public.

Metro will contribute \$11,400 of in kind service for staff time and production cost. These contributions will be in the form of clerical and administrative assistance, editing, designing, production and printing of the manual, case studies and interpretive signs.

The EPA grant of \$14,490 will pay the originating consultant's costs. These include salaries and overhead, providing training, assisting in implementation of program, preparing and evaluating surveys, and writing a final report.

Sole - Source Justification

The proposed personal service agreement with Nancy Myers is a sole - source because she is an expert, and is the only person qualified to perform the IPM program implementation and training. Sought by Metro, Nancy has a Master's degree in Entomology, and while pursuing that degree she completed a research project entitled: Development of Integrated Pest Management (IPM) program for National Parks of the Mid - Atlantic region in 1991. Subsequently, Ms. Myers became the National Park Service Regional IPM Coordinator and helped the service implement the program she developed; the National Park Service continues to use Ms. Myers' IPM program. On behalf of Metro, Ms. Myers drafted and submitted to the Environmental Protection Agency (TEPA) a grant proposal for an IPM program. The EPA enthusiastically awarded the grant to Metro, and Metro now seeks to have Ms. Myers utilize her unique approach and methods to successfully implement the program she developed for Metro. The Metro staff believes Nancy Myers is the only person qualified to render these services, and this belief is confirmed by the Northwest Coalition for Alternatives to Pesticides in their correspondence dated September 26, 1994 (a copy of her resume and the correspondence are attached to this staff report).

Budget Impact

FY 1994 - 95

Metro contribution: \$4,700  
EPA contribution: \$11,700

FY 1995 - 96

Metro contribution: \$6,700  
EPA contribution: \$3,000

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\$25,890 Total cost for researching, development, implementation and review of IPM program.

Executive Officer's Recommendation:

The Executive Officer recommends approval of Resolution No. 94-2042.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 94-2042, FOR THE PURPOSE OF AUTHORIZING A COMPETITIVE BID EXEMPTION PURSUANT TO METRO CODE CHAPTER 2.04.041(C) AND EXECUTION OF A SOLE-SOURCE CONTRACT WITH NANCY OWEN-MYERS FOR DEVELOPMENT OF AN INTEGRATED PEST MANAGEMENT PROGRAM FOR METRO SOLID WASTE FACILITIES

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Date: November 3, 1994

Presented by: Councilor Hansen

Committee Recommendation: At the November 1 meeting, the Committee voted 5-0 to recommend Council adoption of Resolution No. 94-2042. Voting in favor: Councilors Hansen, McFarland, McLain, Monroe and Wyers. Councilor Buchanan was absent.

Committee Issues/Discussion: Sam Chandler, Solid Waste Operations Manager, and Nancy Owen-Myers, the potential contractor, presented the staff report. Chandler noted that the purpose of the resolution was to authorize a contract with Ms. Owen-Myers to develop an integrated pest management plan for all Metro facilities, except the Glendoveer Golf Course. Chandler commented that Metro has been promoting the use of alternative methods of pest management for several years and that the development of an alternative pest management for Metro facilities would aid these promotional activities.

Chandler noted that the development of the plan would be funded through a \$14,490 grant from the federal EPA. Metro will provide \$11,400 of in-kind services related to the preparation and printing of the plan and the development of signs at the various facilities which would promote the pest management plan. He explained that Ms. Owen-Myers had developed Metro's grant proposal and is generally recognized on a regional and national level as an expert in the development of integrated pest management plans. Because of this extensive background, staff is requesting authority to enter into a sol-source contract with Ms. Owen-Myers.