

**INTERGOVERNMENTAL AGREEMENT**Contract Number 2014183

This is an Agreement between the City of Portland and Multnomah County (County).

**PURPOSE:**

The purpose of this agreement is to support a multi-stakeholder partnership between the Portland Bureau of Transportation, Portland Parks and Recreation, Portland Police Bureau and Multnomah County to address the problem of used syringes being improperly disposed of on Portland's Waterfront Esplanade. This innovative one-year pilot project will establish public syringe disposal options by installing two secure disposal containers on either side of the Willamette River. This pilot project, called "Healthy Streets," supports the Health Department's public health strategy and Portland Parks "Healthy Parks, Healthy Portland" mission by creating disposal options to get used syringes off the streets and out of circulation so they are less likely to be thrown away or left in public places.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from November 1, 2015 to October 31, 2016. This agreement may be renewed with written consent from both parties.
2. **RESPONSIBILITIES OF CITY OF PORTLAND.** The City of Portland agrees to reimburse syringe disposal and 18-gallon sharps container replacement costs for two drop box containers associated with the Healthy Streets pilot project. Syringe disposal costs include the collection, transportation and disposal of biohazard material in addition to emergency response disposal service calls. A syringe drop box disposal schedule will be mutually established by the City of Portland and County.

The anticipated projected costs for the one year pilot program associated with syringe disposal shall not exceed \$20,000. While frequency of services required cannot be determined during the pilot period the City of Portland will be responsible for paying the following amounts for the detailed services provided below:

- a) Minimum of \$170 per week for twice-weekly syringe pick-up of two disposal containers. Weekly service includes clearing all syringes / debris, basic cleaning and applying disinfectant to handles and affected areas.
  - b) \$25.00 for replacement of each 18-gallon sharps container used to collect and remove syringes from two disposal containers.
  - c) \$110 per emergency response service call.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to maintain a services contract for Healthy Streets pilot project biohazard material disposal and emergency response disposal service calls. Services provided will include manifest/chain-of-custody documentation and disposal at a federally-approved medical/biohazard material waste incinerator. The County agrees to operate as the syringe drop box disposal point of contact and liaison between the City of Portland and County.

4. **TERMINATION** This agreement may be terminated by either party upon 30 day's written notice.
5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the City of Portland from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 the City of Portland shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of the City of Portland, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
11. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

**MULTNOMAH COUNTY, OREGON:**

County Chair or Designee: \_\_\_\_\_

Date: \_\_\_\_\_

Dept Director or Designee: \_\_\_\_\_

Date: \_\_\_\_\_

JENNY M. MADKOUR,  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

**CITY OF PORTLAND, OREGON**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved  
as to form by: \_\_\_\_\_

187 466

By  
Assistant County Attorney

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_