

Exhibit A Intergovernmental Agreement



Metro Contract No. XXXXX

This INTERGOVERNMENTAL AGREEMENT (“IGA”), is made and entered into as of July 1st, 2023 (“Effective Date”) by and between City of Portland, an Oregon political subdivision (“CITY OF PORTLAND”) and Metro, a municipal corporation of the State of Oregon (“METRO”).

RECITALS

WHEREAS, METRO is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010-190.030; and

WHEREAS, CITY OF PORTLAND is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010-190.030; and

WHEREAS, each party desires to enter into an Intergovernmental Agreement to help facilitate the operations of the Healthy Streets syringe waste reduction program.

IN CONSIDERATION of their mutual promises and the terms and conditions set forth below, the Parties agree as follows:

1. PURPOSE. This IGA is intended to further the Parties’ mutual purpose of siting, operating and maintaining the syringe disposal boxes identified in this IGA. Generally, the CITY OF PORTLAND agrees to the siting of the disposal box at the locations specified in this IGA and to allow Metro’s access (whether directly or through its contractors) to this site for servicing of the disposal box. Further, the CITY OF PORTLAND agrees to reimburse METRO for servicing costs as specified in this IGA.

2. TERM. This IGA begins on the effective date and terminates on June 30, 2025.

3. DEFINITIONS.

A. “Servicing” means:

The collection, removal, transport, and disposition of all syringes and debris deposited in each disposal box and within three feet of each disposal box, with all such actions being performed in compliance with all applicable laws, statutes, rules, and other regulations of any kind and in compliance with industry standards, including but not limited to industry standards for the frequency of collection and removal of items in or around boxes similar to the disposal box. This includes responding to and resolving non-routine 24/7 service calls the resolution of which may include decontamination (as that term is defined in 29 CFR 1910.1030) of a damaged disposal box.

“Servicing” does not mean or include:

- i. The repair of the disposal box, meaning any reasonably-required maintenance or repair, whether on-site or off-site, not encompassed by the terms “Servicing” or “Cleaning”.
- ii. The installation or removal of any disposal box at or from a site.

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- B. "Cleaning" means disinfecting disposal box deposit door handles and exterior surfaces, providing basic graffiti removal from disposal boxes, and replacing disposal box sharps containers or transport tubs as needed.
- C. "Disposal box" and its derivatives means a secure container designed for disposal of syringes by the public that is installed and maintained under the umbrella of the Healthy Streets syringe waste reduction program.

4. RESPONSIBILITIES OF CITY. CITY will:

- A. Pay \$42,250 in servicing costs for each disposal box per year. Total not-to-exceed agreement amount is \$84,500. See attachment A for number of disposal boxes and their location. CITY OF PORTLAND will remit service cost payment to METRO within 30 days of receipt of the date of invoice from METRO. METRO will reevaluate the actual costs each fiscal year to increase or decrease the annual servicing costs based on the previous year's actual costs.
- B. Repair the disposal box and replace it if necessary to ensure full functionality of the disposal box.
- C. Allow the servicing contractor retained by METRO access to the disposal box, together with all appurtenances reasonably appropriate for such access, for the purpose of servicing the disposal box.
- D. CITY OF PORTLAND will notify METRO of intent to install new disposal box and the date box will be installed.
- E. Remove, at CITY OF PORTLAND's sole cost and discretion, the disposal box from the site at which it is located. CITY OF PORTLAND will notify METRO within 7 days of removal.
- F. Ensure City of Portland staff is informed of each parties' obligations under this contract, including not referring calls to other agencies.
- G. Coordinate with the METRO communications contact for any needed public communications.

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5. RESPONSIBILITIES OF METRO. Metro will:

- A. Post contact information on each disposal box for reporting any issues to appropriate Metro and Multnomah County Websites
- B. Contract with a biohazard company for servicing the disposal box.
- C. Submit to the CITY OF PORTLAND the invoice for servicing costs by September 15th each year. METRO will reevaluate the actuals costs each fiscal year to increase or decrease the annual servicing costs based on the previous year's actual costs.
- D. Train METRO staff to be familiar with procedures each party is obligated to, including not referring calls to other agencies.
- E. If damage or clogging is reported, METRO will contact the servicing contractor to remediate any biohazards and the CITY OF PORTLAND contact to assess and remediate damage.
- F. Coordinate with the CITY OF PORTLAND communications contact for any needed public communications.
- G. If Metro or its service contractor causes damage to any City of Portland managed Syringe Disposal Box, whether intentionally or unintentionally, Metro is responsible for the repair or reinstallation cost.

6. NOTICE.

- A. All notice and any other communication to Metro, whether required, voluntary, or otherwise, relating to performance of this IGA must be provided to Metro's Authorized Representative as follows:

Quinn Colling
Metro
Waste Prevention and Environmental Services Department
600 NE Grand Avenue
Portland, OR 97232
(503) 348-8418
Quinn.Colling@oregonmetro.gov
with copy to:

Shane Abma
Office of Metro Attorney
600 NE Grand Avenue
Portland, OR 97232
Shane.Abma@oregonmetro.gov

- B. All notice and any other communication to the CITY OF PORTLAND, whether required, voluntary, or otherwise, relating to performance of this IGA must be provided to CITY OF PORTLAND's Authorized Representative as follows:

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Katherine Lindsay
Program Coordinator
City of Portland
1120 SW 5th Ave
Portland, OR 97204
katie.lindsay@portlandoregon.gov
(503)-823-6928

With Copy to:
City Attorney's Office
1221 SW 4th Avenue, Room 430
Portland, Oregon 97204
503-823-4047
Cityattorneysoffice@portlandoregon.gov

- C. Any communication described in this Section 6 required to be in writing under this IGA, or desired to be made in writing, may, in the sole discretion of the Party making such communication, be delivered to the other Party via US mail, courier, or email.

7. TERMINATION. Either party may terminate this IGA upon 30 days written notice.

8. INDEMNIFICATION. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City of Portland will indemnify, defend and hold harmless Metro from and against all liability, loss and costs arising out of or resulting from the acts of City of Portland, its officers, employees, contractors and agents in the performance of this IGA. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 Metro will indemnify, defend and hold harmless City of Portland from and against all liability, loss and costs arising out of or resulting from the acts of Metro, its officers, employees, contractors and agents in the performance of this IGA.

9. INSURANCE. Each Party is responsible for providing worker's compensation insurance as required by law. Neither Party is required to provide or show proof of any other insurance coverage. METRO will be responsible for ensuring any contractor/vendor providing services to METRO under this IGA has reasonable insurance coverage and amounts to protect the Parties by including CITY OF PORTLAND as an additional insured.

10. ADHERENCE TO LAW. Each Party must comply with all federal, state and local laws, ordinances, rules and all other regulations applicable to this IGA.

11. NON-DISCRIMINATION. Each Party must comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

12. ACCESS TO RECORDS. Each Party will have access to the books, documents and other records of the other which are related to this IGA for the purpose of examination, copying and audit, unless otherwise limited by law.

13. SUBCONTRACTS AND ASSIGNMENT. Neither Party will subcontract or assign any part of this IGA without the written consent of the other Party, except that METRO may subcontract for performance of all or any part of the Servicing without any further authorization or consent from the CITY OF PORTLAND

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14. DAMAGE. Notwithstanding METRO's obligation under this IGA to Service disposal boxes, METRO has no obligation under this IGA to maintain and repair a particular disposal box when, in METRO's sole discretion, such maintenance and repair is no longer commercially reasonable due to damage to that disposal box. In such case, METRO will notify CITY OF PORTLAND that the disposal box is to be removed from the site. Upon removal, the Parties' obligations under this IGA with respect to that disposal box terminate; and, unless CITY OF PORTLAND elects in its sole discretion to remove the box, METRO will promptly remove the disposal box, or cause the disposal box to be removed from the site in which it is installed and transported and properly disposed.

15. ENTIRE AGREEMENT; AMENDMENT. This IGA constitutes the entire agreement between the Parties. Each Party represents to the other and acknowledges that neither of them has made any representations or warranties to the other not expressly set forth in this IGA. This IGA may be modified, amended, or extended only by the written agreement of the Parties.

16. COUNTERPARTS; FACSIMILE SIGNATURES. This Agreement may be executed in a number of counterparts, each of which is deemed an original and all of which constitute one and the same Agreement. This Agreement may be executed by electronic, digital, or facsimile signature and any such signature is considered to have the same binding legal effect as a hand-written signature.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have caused this IGA to be executed as of the last date of signature indicated below.

FOR METRO:

FOR CITY OF PORTLAND:

By: _____

By: _____

Date: _____

Date: _____

Approved as to Form:

Approved to Form:

By: _____
Shane Abma, Senior Metro Attorney

By: _____

Date: _____

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Attachment A: City of Portland Active Sharps Disposal Box sites

#1	Lents Fire Station #11: 5707 SE 92nd Avenue, Portland Oregon 97266
#2	St. Johns Fire Station #22: 7205 North Alta Street, Portland, Oregon 97203
#3	Multnomah Village Fire Station, 8720 SW 30th Ave
#4	Francis and Clare Commons, SE 11th Ave and SE Oak St
#5	Woodstock Fire Station, 5211 SE Mall Street
#6	Clackamas Service Center, 8800 SE 80th Ave

City of Portland & Multnomah County shared active sharps disposal box site:

#1	West/Burnside Bride: Under the west side Burnside Bridge
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