

Intergovernmental Agreement

Metro Contract No. 940420

This INTERGOVERNMENTAL AGREEMENT ("IGA"), is made and entered into as of September 15th, 2025 ("Effective Date") by and between City of Tualatin ("Agency") 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, Agency 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 sharps collection box pilot 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 sharps collection box identified in this IGA. Generally, Agency agrees to the siting of the collection box at Tualatin Lake at the Commons located at 8325 SW Nyberg Street, Tualatin 97062 and to allow METRO's access, whether directly or through its service providers, to this site for servicing, cleaning, installation and repair of the collection box. This sharps collection box is part of a pilot program designed to assess demand, usage and associated costs. Once installed, Metro will fund the pilot box for up to four years.

2. TERM. This IGA begins on September 15, 2025 and terminates on January 31, 2030.

3. DEFINITIONS.

- A. "Servicing" means the actions and activities necessary to maintain and operate a sharps collection box including, but not limited to:
- a. Data collection.
 - b. Collecting photos capturing box conditions.
 - c. Basic box cleaning and litter pick up around the box within a three-foot radius around the box.
 - d. Removing and replacing sharps container bins when greater than 50 percent full, and transporting the sharps to an authorized disposal location, with all such actions being performed in compliance with all applicable laws, statutes, rules, and other regulations of any kind.

Intergovernmental Agreement

- e. Responding to and resolving non-routine service calls the resolution of which may include decontamination (as that term is defined in 29 CFR 1910.1030) of a damaged collection box.
- B. "Cleaning" means disinfecting collection box deposit door handles and exterior surfaces, providing basic graffiti removal from collection boxes, and replacing collection box sharps containers or transport tubs as needed.
- C. "Collection box" means a secure metal receptacle designed to house a rigid plastic sharps container for the collection of sharps by the public that is installed and maintained under the umbrella of the sharps collection box program.
- D. "Installation" means the installation or removal of any collection box at or from a site.
- E. "Repair" means the repair of the collection box, meaning any reasonably-required maintenance or repair, whether on-site or off-site.

4. RESPONSIBILITIES OF Agency. Agency will:

- A. Allow service providers retained by METRO access to the collection box, together with all appurtenances reasonably appropriate for such access, for the purpose of servicing, cleaning, installation and repair of the collection box.
- B. Notify METRO seven business days in advance to request collection box removal from the site.
- C. Ensure Agency staff are informed of each parties' obligations under this contract, including not referring calls to other agencies.
- D. Identify and advise METRO on suitable property location for box placement.
- E. Notify METRO of any construction or other activities that may impact access to the box.
- F. Notify METRO for any needed public communications.
- G. Maintain communication with METRO to address timely questions and concerns.
- H. Provide guidance on the necessary permits for box placement.

Intergovernmental Agreement

5. RESPONSIBILITIES OF METRO. METRO will:

- A. Post contact information on each sharps collection box for reporting any issues to appropriate METRO contact.
- B. Post sharps collection box information to appropriate METRO website.
- C. Contract with service providers for servicing, cleaning, installation and repair of the collection box.
- D. Train METRO staff to be familiar with procedures each party is obligated to, including not referring calls to other agencies.
- E. Notify Agency seven business days in advance prior to removing collection box.
- F. Notify Agency of any changes to the service providers retained by METRO to access the collection box for the purpose of servicing, cleaning, installation and repair of the collection box.

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:

Abigail Herrera
Senior Solid Waste Planner
Metro
Waste Prevention and Environmental Services Department
600 NE Grand Avenue
Portland, OR 97232
(503) 459-7119
abigail.herrera@oregonmetro.gov

with copy to:

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

Intergovernmental Agreement

- B. METRO must provide all notice and any other communication to Agency, whether required, voluntary, or otherwise, relating to performance of this IGA to Agency's Authorized Representative as follows:

Megan Cohen
Homelessness City/County Liaison
13125 SW Hall Blvd
Tigard OR 97223
503-758-4970
megan.cohen@tigard-or.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 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, Agency will indemnify, defend and hold harmless METRO from and against all liability, loss and costs arising out of or resulting from the acts of Agency, 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 Agency 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.

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. 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 Agency.

13. DAMAGE. Notwithstanding METRO's obligation under this IGA to service the collection boxes, if the collection box is no longer commercially reasonable due to damage to that collection box, METRO will promptly remove the collection box or cause the collection box to be removed from the site in which it is installed and transported and properly disposed.

Intergovernmental Agreement

14. 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.

15. 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.

This IGA is executed by the signatures indicated below of the Parties' authorized representatives, effective September 15, 2025.

FOR METRO:

By: _____

Stephanie Rawson

WPES Community Stewardship Manager

Date: _____

Approved as to Form:

By: _____

Shane Abma, Senior Metro Attorney

Date: _____

FOR City of Tualatin:

By: _____

Printed Name: _____

Title: _____

Date: _____

Reviewed:

By: _____

Date: _____