



INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF PORTLAND  
(PORTLAND) AND WASHINGTON COUNTY SHERIFF'S OFFICE  
(WASHINGTON COUNTY)

Under the authority of ORS 190.010 through 190.030 for intergovernmental cooperation and agreement, the purpose of this agreement is: (1) for Washington County to authorize their Tactical and Negotiations Team (TNT) to provide emergency tactical services to Portland as necessary when Portland's Special Emergency Reaction Team (SERT) requests assistance; and (2) for Portland to authorize its SERT to provide emergency tactical services to Washington County as necessary when their TNT requests assistance.

The parties agree as follows:

1. TERM. This agreement shall be effective immediately upon approval of the parties, and shall remain in effect for 5 (five) years from execution, or until terminated by mutual written consent of the parties.
2. RESPONSIBILITIES OF THE PARTIES.
  - a. Washington County shall provide and make available their respective TNT units to provide emergency response as requested and needed within the City of Portland.
  - b. Portland shall provide and make available its SERT units to provide emergency response as requested and needed within Washington County.
3. TERMINATION. This agreement may be terminated upon mutual written consent of both parties.
4. INDEMNIFICATION. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300:
  - a. Portland shall indemnify and defend Washington County from and against all property claims arising out of or resulting from the acts of Washington County TNT units while performing emergency response and police actions in Portland under this agreement.
  - b. Washington County shall indemnify and defend Portland from and against all property claims arising out of or resulting from the acts of Portland SERT units while performing emergency response and police actions in Washington County under this agreement.
  - c. Except as provided in subsections 4.a and 4.b of this Agreement, no party shall be required to indemnify the other party, agency, officer, agent, or employee of that other party.
5. INSURANCE. Each party shall be responsible for providing workers compensation as required by law and liability insurance coverage through self-insurance or by commercial general

liability insurance. No party shall be required to provide or show proof of any other insurance coverage.

6. ADHERENCE TO LAW. Each party must comply with all federal, state and local laws and ordinances applicable to this agreement.

7. ENTIRE AGREEMENT AND AMENDMENT. This agreement constitutes the entire agreement between the parties. This agreement may be modified or amended by written agreement of the parties.

8. SEVERABILITY. The parties agree that if any term of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.

9. NOTICES. The parties shall send any written notices, bills, invoices, reports or other written communications required under this agreement to both (a) Chief of Police, Portland Police Bureau, (b) Sheriff, Washington County Sheriff's Office

Agreed:

CITY OF PORTLAND

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

WASHINGTON COUNTY SHERIFF'S OFFICE

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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