



### INTERGOVERNMENTAL AGREEMENT (IGA)

This Intergovernmental Agreement (IGA) is entered into, by and between Beaverton School District, Washington County, Oregon (District) and The City of Portland, Bureau of Environmental Services (BES).

WHEREAS ORS Chapter 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

The City of Portland shall be permitted to install a rain gauge and communication equipment (Equipment) on the roof at Bonny Slope Elementary School in accordance with Attachment A and with the requirements set forth herein;

1. **Superseding Effect:** There are no covenants, promises, agreements, conditions or understandings between the Parties, oral or written, other than those contained in this Agreement. All attachments hereto together constitute the entire Agreement between the Parties listed in order of precedence: 1) District IGA; 2) Attachment A: Project Description (pg 1), Requirements of District Maintenance (pg2)
2. The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
3. Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
4. To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
5. Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has control over the work and the manner in which it is performed. No party is an agent or employee of any other.
6. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
7. This Agreement may be terminated, with or without cause and at any time, by either party by providing thirty (30) days' notice of intent to the other party. BES will remove all equipment within 30 days of notice of intent.
8. Modifications to this Agreement are valid only if made in writing and signed by all parties.
9. Subject to the limitations of liability for public codes set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
10. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 11. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- 12. Each party agrees to comply with all local, state, and federal ordinances, statutes, laws, and regulations that are applicable to the services provided under this Agreement.
- 13. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

**THIS CONTRACT IS NOT VALID UNTIL ALL SIGNATORY APPROVALS ARE COMPLETED**

**JURISDICTION DATA AND SIGNATURE**

The City of Portland, Bureau of Environmental Services, 6543 N. Burlington Ave, Bldg 217, Portland OR 97203

\_\_\_\_\_  
Federal Tax ID #

I have read this Contract including the Attachment(s), if any. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

**BEAVERTON SCHOOL DISTRICT SIGNATURE**  
Business Services Purchasing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date