

**EXHIBIT A**

**Memorandum of Agreement  
between  
Oregon Health & Sciences University Department of Public Safety/University Police  
(OHSU DPS/UP) and the City of Portland Police Bureau Property Evidence  
Division**

This Memorandum of Agreement is made and entered into pursuant to ORS 190.010 and ORS 260.345 by and between Oregon Health & Sciences University Department of Public Safety/University Police and the Portland Police Bureau by and through their respective police departments.

**1. PURPOSE**

The purpose of this Agreement is to establish guidelines for determining use of the Portland Police Property Evidence Warehouse and established procedures per Portland Police Bureau Directive 660.10.

**2. DEFINITIONS**

**PROPERTY:** Prisoner property, weapons for safe keeping, any items that may later be considered to be evidence of a crime, such as currency, weapons, or other personal items.

**EVIDENCE:** Those items seized by lawful manner to be retained and safeguarded for the purpose of testimony or use in a court of law.

**FOUND PROPERTY:** Items with no apparent value or items not attached to a known crime or investigation.

**3. GENERAL SCOPE**

The Portland Police Bureau and the Property Evidence Division will process the property and evidence as the custodian of all OHSU Department of Public Safety/University Police property, evidence and found property. OHSU DPS/UP will abide by all procedures as defined in Portland Police Bureau Directive 660.10. OHSU DPS/UP agrees that they will require all sworn members of their law enforcement agency to attend and pass training conducted by the Property Evidence Division, including PPDS data entry so they may enter their case information themselves.

**4. INDEMINIFICATION**City of Portland Indemnity:

To the maximum extent permitted by law and the Oregon Tort Claims Act (30.260-30.300), OHSU agrees to indemnify, defend and hold harmless the City from any and all

claims, demands, suits, and actions (including attorney fees and costs) resulting from or arising out of the acts of the City and its officers, agents and employees in performance of this Agreement.

OHSU Indemnity:

To the maximum extent permitted by law and the Oregon Tort Claims Act (30.260-30.300), the Portland Police Bureau agrees to indemnify, defend and hold harmless OHSU from any and all claims, demands, suits, and actions (including attorney fees and costs) resulting from or arising out of the acts of the City and its officers, agents and employees in performance of this Agreement.

5. TERMS

The term of this agreement shall commence on the date of its execution and shall continue in force unless terminated in accordance with Section 7 of this Agreement.

6. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, the OHSU and the Portland Police Bureau shall comply with all applicable federal, state, and local laws and regulations.

7. TERMINATION

This Agreement may be terminated upon thirty (30) days mutual written consent of the parties or upon ninety (90) days written notice by one party. Termination under any provisions of this paragraph shall not affect any rights, obligation, or liability of either party which accrued prior to such termination.

8. OREGON LAW AND FORUM

This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the OHSU and the City arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District court for the district of Oregon.

9. ASSIGNMENT

Neither the OHSU nor the City shall assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other party.

10. MODIFICATION

This Agreement contains the entire agreement between the parties. This Agreement does not negate or supersede other existing or future mutual aid agreements between the parties outside the scope of this Agreement.

11. NOTICES

All notices pursuant to the term of this Agreement shall be addressed as follows:

To OHSU: Gregory Moawad, Director/Chief of Police  
OHSU Department of Public Safety / University Police  
3181 SW Sam Jackson Park Rd.  
Portland, OR 97239

To the City: Mike Reese, Chief of Police  
Portland Police Bureau  
1111 SW Second Avenue  
Portland, OR 97204

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the last date written below.

CITY OF PORTLAND

OREGON HEALTH AND SCIENCES UNIVERSITY

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

APPROVED AS TO FORM FOR THE  
CITY OF PORTLAND  
APPROVED AS TO FORM

APPROVED AS TO THE LEGAL  
SUFFICIENCY FOR OHSU

By: James H. Van Dyke  
Counsel for the City of Portland 8/8/12

By: \_\_\_\_\_  
Counsel for OHSU