



INTERGOVERNMENTAL AGREEMENT
between
The City of Portland
And
the Washington County Sheriff's Office

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland (CITY) acting by and through its Bureau of Police and the State of Oregon acting by and through the Washington County Sheriff's Office (WCSO).

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

PURPOSE

This IGA contains the terms and conditions under which the City agrees to donate surplus firearms described in Exhibit A ("Firearms") to WCSO for use in WCSO's law enforcement training academy.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective on January 1, 2016. Unless earlier terminated or extended, this IGA shall expire on June 30, 2016.
2. Consideration. WCSO agrees to pay CITY \$850 per MP5.
3. Statement of Work. Upon receipt of Firearms from CITY, WCSO shall replace the automatic fire control with a semi-automatic group. WCSO shall not transfer ownership of Firearms to any person, government agency, business entity, or any third party without the express written consent of City's Commissioner-in-Charge of the Portland Police Bureau. WCSO shall accept Firearms "as-is" in the condition in which City delivers them. City expressly disclaims any and all warranties, including but not limited to any warranty related to Firearms' fitness of use for any purpose.
4. Release and Hold Harmless. WCSO shall release and forever discharge the CITY, its agents, officers, employees, officials, and all other persons, firms, corporations or other entities liable or who might be claimed to be liable from any and all claims related to Firearms. WCSO shall accept Firearms "as-is" in the condition in which City delivers the Firearms. City expressly disclaims any and all warranties related to the Firearms, including but not limited to any warranty related to Firearms' fitness of use for any purpose. This section (4) survives the termination of this IGA.
5. Project Representatives. Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or related to this IGA shall be directed to the appropriate individual.

Portland Police Bureau

Project Manager: Captain Mathew Wagenknecht
 Organization: City of Portland
 Bureau of Police
 Address:
 449 NE Emerson Street
 Portland OR 97211
 Phone: 503-823-4295
 Email: Mathew.Wagenknecht@portlandoregon.gov

State of Oregon

Project Manager: Pat Garrett
 Organization: WCSO
 Address:
 215 SW ADAMS, MS 32
 Hillsboro, OR 97123
 Phone: 503-846-2700
 Email: patrick_garrett@co.washington.or.us

6. Amendments. The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
7. Project Manager. The CITY's Project Manager for this project is Captain Mathew Wagenknecht. The Project Manager may agree on CITY's behalf to extend the term of this IGA and may agree on CITY's behalf to other amendments to the IGA that do not increase CITY's financial risk. The Project Manager also is authorized provide on CITY's behalf notices related to this IGA and to terminate this IGA in accordance with its provisions.
8. Termination. This IGA may be terminated by either party on 30 days written notice of such termination to the other party.
9. No Third-Party Beneficiary. Except as set forth herein, this IGA is between the parties and creates no third-party beneficiaries. Nothing in this IGA gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third parties.
10. Conflict of Interest. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this IGA or the proceeds thereof. No CITY officer or employees who participated in the award of this IGA shall be employed by WCSO on this project during the period of the IGA.

11. Non-assignment. This IGA shall not be assigned or transferred to another party without the express written consent of CITY's Project Manager.
12. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
13. Choice of Venue. Oregon law, without reference to any of its conflict of law provisions, shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon.
14. Severability/Survival. If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this IGA for any cause.
15. Access to Records. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to the specific IGA for the purpose of making audit, examination, excerpts, and transcript and determining payment.
16. Compliance with Applicable Law. Both parties shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to work performed or actions under this IGA.
17. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against WCSO or CITY with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which WCSO is jointly liable with CITY (or would be if joined in the Third Party Claim), WCSO shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CITY in such proportion as is appropriate to reflect the relative fault of WCSO on the one hand and of CITY on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of WCSO on the one hand and of CITY on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in

such expenses, judgments, fines or settlement amounts. WCSO's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if WCSO had sole liability in the proceeding.

With respect to a Third Party Claim for which CITY is jointly liable with WCSO (or would be if joined in the Third Party Claim), CITY shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by WCSO in such proportion as is appropriate to reflect the relative fault of CITY on the one hand and of WCSO on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CITY on the one hand and of WCSO on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CITY's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding. This section (17) survives the termination of this IGA.

18. Insurance. Each party shall be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
19. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

CITY

WCSO

By:

Charlie Hales
Mayor

Date: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Approved as to form:

By:

City Attorney

Date: _____

Exhibit A**List of Firearms**

Item Description	Serial Number
HK MP5 A3	62-336119
HK MP5 A3	62-357732
HK MP5 A3	62-357733
HK MP5 A3	62-370917
HK MP5 A3	62-370918
HK MP5 A3	62-370919