



CITY OF  
**PORTLAND, OREGON**

BUREAU OF POLICE

**VERA KATZ, MAYOR**  
Mark A. Kroeker, Chief of Police  
1111 S.W. 2nd Avenue  
Portland, Oregon 97204

**MEMORANDUM**

June 22, 2001

TO: Mayor Vera Katz

SUBJECT: Ordinance

Attached is an ordinance authorizing a contract with the Lake Oswego Police Department to participate in the City of Portland, Bureau of Police Department of Public Safety Standards Training.

If you have any questions regarding this ordinance please contact Mary Winstanley at 823-0362 of the Portland Police Fiscal Services Division.

If this ordinance meets your approval, please file it for council action.

**MARK A. KROEKER**  
Chief of Police

MAK:mew

Enclosures: Ordinance  
13 contract copies

C: File

**RESOLUTION 01-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE OSWEGO TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PORTLAND AND THE CITY OF LAKE OSWEGO TO ALLOW LAKE OSWEGO POLICE RECRUIT OFFICERS TO ATTEND THE 400-HOUR BASIC POLICE ACADEMY.**

WHEREAS, the Department of Public Safety Standards and Training (DPSST) and the Portland Police Bureau collaborated to provide the DPSST 400-hour Basic Police Course in Portland instead of the normal academy delivery in Monmouth OR, and

WHEREAS, the agreement between Portland Police and DPSST allows attendance to be open to other police agencies, and

WHEREAS, the Intergovernmental Agreement is to document the curriculum and delivery of training and to establish responsibilities of the Portland Police Bureau and the Lake Oswego Police Department, who will have recruit officers attending this training, and

WHEREAS, there is no cost associated with this request other than staff participation in specified training activities and for the Lake Oswego Police Department to provide some supplies, such as ammunition.

**NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Lake Oswego that:**

Section 1: The following agreement is hereby approved by the City Council of the City of Lake Oswego, and the Mayor is authorized to execute the agreement on behalf of the City of Lake Oswego:

Exhibit 1. Intergovernmental Agreement between the City of Portland and the City of Lake Oswego allowing recruit police officers from Lake Oswego attend 400-hour Basic Police Academy at Portland Police Training Facility.

Considered and enacted at a regular meeting of the City Council of the City of Lake Oswego held on the 15<sup>th</sup> day of May 2001.

AYES: Mayor Hammerstad, McPeak, Rohde, Schoen, Turchi, Graham

NOES: None

ABSTAIN: None

EXCUSED: Hoffman

Judie Hammerstad  
Judie Hammerstad, Mayor

ATTEST:

Robyn Christie  
Robyn Christie, City Recorder

APPROVED AS TO FORM

David D. Powell  
David D. Powell, City Attorney

Attachment: Intergovernmental Agreement – City of Portland and City of Lake Oswego

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE PORTLAND POLICE BUREAU AND THE  
LAKE OSWEGO POLICE DEPARTMENT**

This AGREEMENT is made and entered into by and between the LAKE OSWEGO POLICE DEPARTMENT, hereinafter referred to as "LOPD" and the PORTLAND POLICE BUREAU, OREGON, hereinafter referred to as "PPB".

**Recitals**

1. By authority granted in City of Portland Charter 2-105 (a)(4), the City of Portland may enter into an agreement with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
  
3. Under such authority, the Department of Public Safety Standards and Training (DPSST) and PPB are collaborating to provide the DPSST 400 hour Basic Police Course in or near Portland, Oregon.
  
4. The program is primarily intended to provide efficient delivery of mandated DPSST Basic Police training to a group of newly hired police officers.
  
4. Attendance at the Portland Basic Police Course is open to officers from other jurisdictions.
  
5. The purpose of this AGREEMENT is to document the curriculum and delivery of training and to establish responsibilities of PPB and LOPD ,who has officer(s) attending this training.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties as follows:

**Program Guidelines**

1. All students will attend the DPSST training in Portland on a commuter basis (a commuter is one who drives from their primary residence to the academy) on a daily basis. Students will be responsible for their own transportation and meals while participating in the program.
  
2. Instructors for the program will be selected by PPB and certified and approved by DPSST.

3. The Basic Police Course program is eleven weeks long. Hours will generally be from 8:00 a.m. till 5:00 p.m. Monday through Friday. Following the basic training, class will resume for all PPB officers for twelve weeks of Advanced Academy training; LOPD officers may attend this session at LOPD's discretion. The next Basic Police Course is scheduled to begin April 23, 2001 and run through July 9, 2001. The Advanced Academy will begin September 4, 2001.
4. The program is a 'uniformed' academy. PPB will provide academy uniforms consisting of blue BDU pants and tops. LOPD will provide agency patches, cloth badges and name tags for their officers and will reimburse PPB for the cost of the uniform. Students will need to provide their own athletic shoes, blue sweat pants and blue T-shirts for physical training and defensive tactics.

### Curriculum

1. The basis for the PPB Basic Police Course curriculum shall be comprised of the DPSST 400 hour Basic Police Course. The PPB Advanced Academy curriculum will be presented as additional hours of training, but all students shall receive the 400 hour Basic Police Course and successfully pass the DPSST-approved written and demonstrated examinations.

### Responsibilities

1. PPB staff will manage and operate the academy. LOPD will designate a liaison officer to communicate with the Academy Supervisor ( a PPB Sergeant) on a routine basis.
2. PPB will provide the lead instructors for skills training; LOPD will provide instructor support in the form of 1 DPSST certified EVOC instructor during the Emergency Vehicle Operations Course training. The PPB Academy Coordinator and the LOPD Liaison Officer will coordinate this instructor support.
3. LOPD recruit officers will be expected to follow the academy student agreement guidelines and meet the performance levels outlined therein. If a student fails to do so, he/she will be terminated from the academy and sent back to his/her agency.
4. LOPD will provide with an agency firearm, duty holster and utility belt. LOPD will also furnish suitable factory grade practice ammunition in the following amounts, per student:

Handgun ammunition	3500 rounds
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12 ga birdshot	50 rounds
12 ga 00 buckshot	250 rounds
12 ga slug	150 rounds

### General Provisions

1. LOPD and PPB are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. PPB and LOPD are subject to the provisions contained within the Fair Labor and Standards Act (FLSA).
2. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
3. Each party shall indemnify, defend and hold harmless the other party with respect to any claims, litigation or liability arising from The Portland police bureau's or LOPD own acts or omission under this Agreement. The parties to this Agreement are of equal authority. Each party acts independently in the performance of its obligations and functions under this Agreement, and neither party is to be considered the agent of the other
4. This Agreement may be modified by mutual consent of both parties and upon execution of amendments to this Agreement stating said modifications.
5. The terms of this Agreement will commence on the date in which every party has signed the Agreement and will remain in effect until the parties agree upon termination. Pursuant to this Agreement, LOPD may continue to send officers to this and future sessions of the PPB Basic Police Course and Advanced Academy, as space permits. This Agreement may be renewed if approved by both LOPD and PPB.
6. PPB's premises, under the City of Portland's self-insurance program, are insured against fire and other risks covered by a standard fire insurance policy. The property and equipment used in the program will be covered under the Portland police bureau's fire insurance policy while the property and equipment is on the Portland police bureau's premises LOPD shall bear the expense of additional insurance insuring its property but shall not be required to insure. Neither party

Shall be liable to the other party for any loss or damage caused by fire or any other risks enumerated in a standard fire insurance policy with an extended coverage endorsement<sup>6</sup>, and in the event of insured loss neither party's insurance company shall have a subrogated claim against the other.

- 7. Major emergency medical care and treatment will be provided to students by accessing 911.

CITY OF LAKE OSWEGO

CITY OF PORTLAND

Signing on Behalf of the City

Signing on Behalf of the City

Judie Hammerstad  
Judie Hammerstad, Mayor  
P. O. Box 369  
Lake Oswego OR 97034

Mark Kroeker  
Mark Kroeker, Chief of Police  
Portland Police Bureau

APPROVED AS TO FORM

APPROVED AS TO FORM

APPROVED AS TO FORM

David D. Powell  
David D. Powell, City Attorney

Jeffrey L. Rogers  
Jeffrey L. Rogers, City Attorney  
CITY ATTORNEY

ORDINANCE NO. **175733**

\* Contract with the Lake Oswego Police Department to participate in Police Bureau Department of Public Safety Standards Training. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Department of Public Safety Standard and training and the Portland Police Bureau are collaborating to provide the DPSST 400 hour Basic Police Course in or near Portland, Oregon.
2. The program is primarily intended to provide efficient delivery of mandated DPSST Basic Police training to a group of newly hired police officers.
3. Attendance at the Portland Basic Police course is open to officers from other jurisdictions.
4. The purpose of this agreement is to document the curriculum and delivery of training and to establish responsibilities of the Portland Police Bureau and the lake Oswego Police Department.
5. The 10 week Basic Academy costs \$2,500 for each trainee with an additional \$2,500 per trainee for the 12 week advance academy.

NOW, therefore, the Council directs:

- a. The Mayor and the Auditor are hereby authorized to execute a contract with the Lake Oswego Police Department attached as Exhibit A, to participate in a contract with the City of Portland, Bureau of Police.

Section 2. The Council declares that an emergency exists because delay in proceeding with this Ordinance would cause delay in the start of this project; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by Council: **JUL 05 2001**

Mayor Vera Katz  
Prepared by; Mary Winstanley  
June 22, 2001

Gary Blackmer  
Auditor of the City of Portland

By 

Deputy

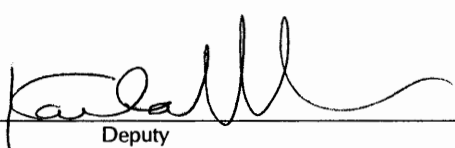


Agenda No.

ORDINANCE NO. **175733**

Title

\* Contract with the Lake Oswego Police Department to participate in Police Bureau Department of Public Safety Standards Training. (Ordinance)

INTRODUCED BY	Filed: <b>JUN 29 2001</b>
Mayor Vera Katz	Gary Blackmer Auditor of the City of Portland
NOTED BY COMMISSIONER	By:  Deputy  For Meeting of: _____  ACTION TAKEN:
Affairs	
Finance and Administration <i>Vera Katz/em</i>	
Safety	
Utilities	
Works	
BUREAU APPROVAL	
Bureau: <b>POLICE</b>	
Prepared by      Date	
<b>MARY WINSTANLEY    06/22/01</b>	
Budget Impact Review:	
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not Required	
Bureau Head: <i>Mark A. Kroeker</i> <b>MARK A. KROEKER, Chief of Police</b>	

AGENDA	FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
		YEAS	NAYS
Consent <input checked="" type="checkbox"/> Regular	Francesconi	✓	
NOTED BY	Hales	✓	
City Attorney	Saltzman	✓	
City Auditor	Sten	—	
City Engineer	Katz	✓	