

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement"), dated December 23, 2003 is by and between the Bureau of Police, City of Portland, Oregon (hereafter referred to as PPB) and the Port of Portland, Oregon, on behalf of the Port of Portland Police Department (hereafter referred to as POPPD). The PPB authorized representative for this agreement is Michael A. Crebs, Captain, Training Division. The POPPD authorized representative for this agreement is Ernest C. Phelan, Lieutenant, Administrative Division.

RECITALS:

1. PPB shall be conducting Police Vehicle Operation (PVO) training at Portland International Raceway (PIR) and its PAMCO facility and at PDX during the period of January thru March, 2004.
2. POPPD desires to have their officers attend the PVO training.

I. AGREEMENT:

1. PPB shall rent track time sufficient for the training at PIR from the City of Portland, Bureau of Parks.
2. PPB shall provide the lead instructor, support staff and training lesson plans for the PVO training.
3. POPPD shall provide vehicles for use by their officers, on a daily basis, subject to availability of patrol vehicles.
4. POPPD shall provide forty (40) hours of instructor support for the training.
5. POPPD officers and instructors shall adhere to all policies, procedures, safety protocols and facility use rules as established by PPB while participating in the PVO training.
6. POPPD shall issue to PPB a Permit and Right of Entry to allow PPB to conduct a portion of the training on PDX property, as more particularly described in that Permit and Right of Entry, to be executed simultaneously with this Agreement.
7. POPPD shall be responsible for any claims, loss or damage resulting from the actions of POPPD and its officers and employees in the use of the premises and participation in the training provided under this agreement, including reimbursement to PPB for any damage to PPB equipment caused by the officers,

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and employees of POPPD. Any reimbursement required by PPB shall be based on the actual expenses incurred for repair or replacement of said equipment. PPB shall be responsible for any claims, loss or damage resulting from the actions of PPB officers and employees in the use of the premises and participation in the training provided under this agreement.

II. COMPENSATION:

POPPD shall pay the City of Portland, Bureau of Parks \$1000.00 to help offset the cost of renting track time at PIR.

III. BILLING AND PAYMENT PROCEDURE:

PPB shall invoice POPPD for the above-referenced amount at the completion of the PVO training. POPPD shall submit payment within 30 days of receipt of the invoice from PPB.

IV. EFFECTIVE AND TERMINATION DATES:

This agreement shall be effective as of 01 January 2004, and shall terminate on 31 March 2004, or upon completion of the PVO training, earlier or later than 31 March 2004, or upon proper notice by the parties to this agreement.

V. NOTICE:

All notices pursuant to the terms of this agreement shall be addressed as follows:

If to PPB: Michael A. Crebs
Captain, Training Division
Portland Police Bureau
1111 SW 2nd Avenue, Suite 1180
Portland, OR 97204

If to POPPD: Ernest C. Phelan
Lieutenant, Administrative Division
Port of Portland Police Department
7000 NE Airport Way
Portland, OR 97218
(503) 460-4259

VI. AMENDMENTS:

PPB and the Port of Portland, on behalf of POPPD, may amend this agreement at any time only by written amendment executed by PPB and the Port of Portland.

VII. EARLY TERMINATION OF AGREEMENT:

This agreement may be terminated by either party on 30 days written notice of such termination to the other party.

VIII. OREGON LAW AND REFORM:

1. This agreement shall be construed according to the law of the State of Oregon.
2. Any litigation between the Port of Portland, on behalf of POPPD, and PPB arising under this agreement shall occur, in the state courts, in the Multnomah County Court having jurisdiction thereof, and in the federal Courts, in the United States Court for the District of Oregon.

IX. INDEMNIFICATION:

Subject to the limitations set forth in the Oregon Constitution and Oregon Tort Claims act, the Port of Portland shall defend, indemnify and hold harmless the City of Portland Police Bureau and its officers, agents and employees from and against all claims and liability for bodily injury and property damage arising from the actions of POPPD and its officers, agents and employees in the use of the premises and participation in the training under this agreement.

X. INSURANCE:

The Port of Portland is a unit of local government under Oregon law, or maintains commercial general liability insurance coverage. A certificate of liability insurance or self-insurance will be provided upon request. The Port of Portland is responsible for providing workers compensation insurance coverage of its personnel who attend PVO training under this agreement.

XI. INTEGRATION:

This agreement contains the entire agreement between the Port of Portland, on behalf of POPPD, and PPB and supercedes all prior written, oral discussions or agreements regarding PVO training, with the exception of the Permit and Right of Entry, attached hereto, to be executed simultaneously herewith.

PORTLAND POLICE BUREAU

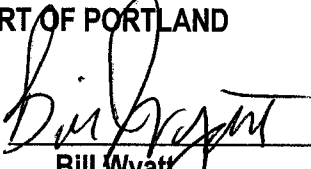
By: _____ Date: _____
Michael A. Crebs
Captain, Training Division
Portland Police Bureau

APPROVED AS TO FORM:

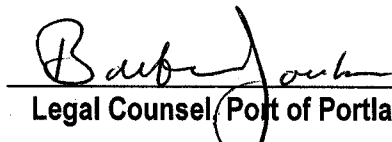
APPROVED AS TO FORM

 Date: 4/27/04
City Attorney, City of Portland
CITY ATTORNEY

PORT OF PORTLAND

By:  Date: 12-23-2003
Bill Wyatt
Executive Director
Port of Portland, Oregon

APPROVED AS TO FORM:

 Date: 12-18-03
Legal Counsel, Port of Portland