

INTERGOVERNMENTAL AGREEMENT

179830

This agreement, dated January 1, 2006 is by and between the Bureau of Police, City of Portland, Oregon (hereafter referred to as PPB) and the Washington County Sheriff's Office (hereafter referred to as WCSO). The PPB authorized representative for this agreement is Captain George Babnick, Training Division. The WCSO authorized representative for this agreement is John Gilman, Business Manager.

RECITALS:

1. PPB shall be conducting Police Vehicle Operation (PVO) training at the AMC facility January through December, 2006.
2. WCSO desires to have their officers attend PVO training at the same facility.

1. AGREEMENT:

1. PPB shall maintain a use agreement with the Port of Portland for the training at the AMC facility.
2. PPB shall provide at least one instructor for the PVO training, who will be present with WCSO personnel at all times.
3. WCSO shall provide vehicles for use by their officers.
4. WCSO shall provide additional instructors and lesson plans in support of the training.
5. WCSO officers and instructors shall adhere to all policies, procedures, safety protocols and facility use rules as established by PPB and the Port of Portland while participating in the PVO training.
6. Subject to the provisions of paragraph 9 (Indemnification) of this agreement, WCSO shall be responsible for any claims, loss or damage resulting from the actions of WCSO and its officers, agents 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, agents and employees of WCSO. 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 and its officers, agents and employees in performance of this agreement by

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2. COMPENSATION:

WCSO agrees to reimburse the City of Portland, Bureau of Police for the cost of instructor wages at the rate which it is incurred.

3. BILLING AND PAYMENT PROCEDURE:

PPB shall invoice WCSO for all expenses incurred by WCSO at the completion of the PVO training segment. WCSO shall submit payment within 30 days of receipt of the invoice from PPB.

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4. EFFECTIVE AND TERMINATION DATES:

This agreement shall be effective as of January 1, 2006, and shall terminate on December 31, 2006 or upon completion of the PVO training or upon proper notice by the parties to this agreement.

5. NOTICE:

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

If to PPB:	George Babnick Captain, Training Division Portland Police Bureau 1111 SW 2 nd Avenue, Suite 1180 Portland, OR 97204 503 823-0318
If to WCSO:	John L. Gilman Business Manager Washington County Sheriff's Office 215 SW Adams Avenue, MS 32 Hillsboro, OR 97123 503 846-2530

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6. AMENDMENTS:

PPB and WCSO may amend this agreement at any time only by written amendment executed by PPB and WCSO.

7. EARLY TERMINATION OF AGREEMENT:

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

8. OREGON LAW AND REFORM:

1. This agreement shall be construed according to the law of the State of Oregon.
2. Any litigation between WCSO 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.

9. INDEMNIFICATION:

Subject to the limitations set forth in the Oregon Constitution and Oregon Tort Claims act, the WCSO 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 WCSO and its officers, agents and employees in the use of the premises and participation in the training under this agreement.

Subject to the limitations set forth in the Oregon Constitution and Oregon Tort Claims Act, the City of Portland Police Bureau shall defend, indemnify and hold harmless the Washington County Sheriff's Office and its officers, agents and employees from and against all claims and liability for bodily injury and property damage arising from the actions of the City of Portland Police Bureau and its officers, agents and employees in performance of the agreement by PPB.

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10. INSURANCE:

WCSO 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. WCSO is responsible for providing workers compensation insurance coverage of its personnel who attend PVO training under this agreement.

11. INTEGRATION:


This agreement contains the entire agreement between WCSO and PPB and supercedes all prior written, oral discussions or agreements regarding PVO training.

PORTLAND POLICE BUREAU

By: _____ Date: _____
~~George Babnick~~ Tom Patter
Captain, Training Division Mayor,
Portland Police Bureau City of Portland

APPROVED AS TO FORM:

APPROVED AS TO FORM

 Date: 12/8/05
City Attorney, City of Portland
CITY ATTORNEY

WASHINGTON COUNTY

By:  Date: NOV 29 2005
David Maertens
Senior Deputy County Administrator
Washington County Oregon

APPROVED AS TO FORM:

 Date: Nov 22, 2005
County Counsel, Washington County, OR