

INTERGOVERNMENTAL AGREEMENT

This agreement, dated April 25, 2006 is by and between the Bureau of Police, City of Portland, Oregon (hereafter referred to as PPB) and the Lake Oswego Police Department (hereafter referred to as LOPD). The PPB authorized representative for this agreement is Captain George Babnick, Training Division. The LOPD authorized representative for this agreement is Dan Duncan, Chief of Police.

RECITALS:

1. PPB shall be conducting Police Vehicle Operation (PVO) training at the AMC facility June 2006 through December, 2007.
2. LOPD 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 LOPD personnel at all times.
3. LOPD shall provide vehicles for use by their officers.
4. LOPD shall provide additional instructors and lesson plans in support of the training.
5. LOPD 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, LOPD shall be responsible for any claims, loss or damage resulting from the actions of LOPD 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 LOPD. 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 PPB. Any reimbursement required by LOPD shall be based on the actual expenses incurred for repair or replacement of said equipment.

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2. EFFECTIVE AND TERMINATION DATES:

This agreement shall be effective as of June 1, 2006, and shall terminate on December 31, 2007 or upon completion of the PVO training or upon proper notice by the parties to this agreement.

3. 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 2nd Avenue, Suite 1180 Portland, OR 97204 503 823-0318
If to LOPD:	Dan Duncan Chief, Lake Oswego Police Department 380 'A' Avenue Lake Oswego, OR 97034 503 635-0250

4. AMENDMENTS:

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

5. EARLY TERMINATION OF AGREEMENT:

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

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6. OREGON LAW AND REFORM:

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

7. INDEMNIFICATION:

Subject to the limitations set forth in the Oregon Constitution and Oregon Tort Claims act, the LOPD 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 LOPD 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 Lake Oswego Police Department 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.

8. INSURANCE:

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

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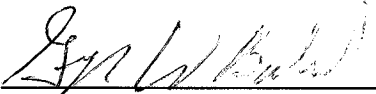
9. INTEGRATION:

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

PORTLAND POLICE BUREAU

By: _____ Date: _____

Tom Potter
Mayor, City of Portland

By:  Date: 05-15-06

George Babnick
Captain, Training Division
Portland Police Bureau

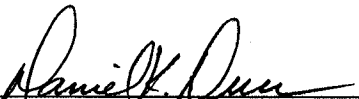
APPROVED AS TO FORM:

APPROVED AS TO FORM

City Attorney, City of Portland
Date: 6/1/06


CITY ATTORNEY

LAKE OSWEGO POLICE DEPARTMENT

By:  Date: 05-10-06

Dan Duncan
Chief of Police
Lake Oswego Police Department

APPROVED AS TO FORM:

 Date: 5-9-06
City Attorney, Lake Oswego, OR