

INTERGOVERNMENTAL AGREEMENT**For****MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT****METROPOLITAN AIR SUPPORT UNIT****City of Portland, Clark County Sheriff, Washington County Sheriff,
Clackamas County Sheriff**

This Intergovernmental Agreement is entered into by and between the City of Portland, the Clark County Sheriff's Office, the Washington County Sheriff's Office, and the Clackamas County Sheriff's Office, under the authority of ORS 190.010 through ORS 190.030, the Washington Mutual Aid Peace Officers Powers Act, Chapter 10.93 RCW, and the Washington Interlocal Cooperation Act, Chapter 39.34, RCW. This Agreement is subject to all consistent terms and conditions of that certain Master Interlocal Law Enforcement Mutual Assistance Agreement, previously executed by the parties.

The parties (hereinafter referred to as partner agencies) agree as follows:

1. Purpose.

The above parties enter into this Agreement in order to create a Metropolitan Air Support Unit (MAST). The purpose of MAST is to make available personnel and resources for air coverage during critical incidents, including natural disasters, civil disorder, and surveillance of criminal activities, patrol support and protection of critical infrastructure.

2. Effective Date and Duration.

This agreement shall be effective immediately upon approval and execution by any two of the partner agencies and shall remain in effect for a period of two (2) years. Thereafter, the parties, by prior mutual agreement in writing, may extend this Agreement, in which case the Agreement shall renew automatically on the 1st day of each following January thereafter unless terminated in accordance with the provisions of paragraph 9 hereof. The parties acknowledge that some of the above-mentioned provisions conflict or may conflict with the terms of the Master Agreement. All parties intend that the effective date and term of the Agreement contained herein shall govern.

3. Incorporation of Other Agreements.

This Agreement incorporates the terms of the Master Interlocal Mutual Law Enforcement Assistance Agreement, to which all partner agencies are signatories and is a subsequent agreement anticipated by Section 2(c) of that agreement.

4. Organization.

No separate legal or administrative entity is created by this Agreement and this Agreement does not effect the organization or functions of the parties, except as provided in paragraph 6, below.

5. Budget and Finance.

Except as provided in paragraph 6, below, this Agreement does not affect the authorized budgets of the parties.

6. Disposition of Property.

No transfer of property between the parties or to any third party is provided for by this Agreement. Upon completion or termination of this Agreement, all property or

supplies provided or acquired by any party under this Agreement shall remain the property of that party.

7. Responsibilities of the Parties.

a. The Portland Police Bureau currently owns and operates a Cessna 172 airplane. The Police Bureau has approval to purchase a Cessna 182 which should be available in 2005. The Portland Police Bureau will make the airplanes available to all partner agencies for law enforcement missions conducted by pilots and observers. The Portland Police Bureau will perform or arrange for the general maintenance and service of the airplanes. Those who use the airplanes for a flight will perform maintenance and service associated with, or necessary for, that flight as directed by the Chief Pilot. The Chief Pilot will be a sworn member of the Portland Police Bureau. The Chief Pilot will be responsible for coordinating flights, personnel and equipment. Schedule conflicts within and between partner agencies will be resolved by the Commander of the Tactical Operations Division of the Portland Police Bureau, or the Commander's designee.

b. Personnel assigned to act as pilots and observers under this Agreement shall be sworn police officers or deputy sheriffs currently employed by one of the partner agencies. When a flight is scheduled by a partner agency, that agency's personnel will staff the flight, if possible. If the scheduling agency does not have a pilot or observer available, then personnel from other agencies may be used. The scheduling agency will pay the personnel costs for that flight at a rate announced in advance by the loaning agency. Personnel conducting a flight will be governed by the general operating orders and guidelines of their own agency. When personnel from an agency respond to an in-flight request for service from a different agency, the

responding personnel shall comply, when possible under Federal Aviation Regulations, with the directions of the incident commander unless the directions conflict with the general operating orders and guidelines of their own agency.

c. Each agency will pay the same hourly airplane costs. The hourly airplane costs will be determined and announced to the partner agencies by the Portland Police Bureau on not less than a yearly basis.

8. Indemnification.

Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Washington Mutual Aid Peace Officers Powers Act, Chapter 10.93 RCW, and consistent with the terms of the Master Interlocal Mutual Law Enforcement Assistance Agreement, each partner agency will indemnify, defend and hold harmless the other partner agencies from and against all liability, loss and costs arising out of or resulting from the acts of their employees in the performance of this Agreement.

9. Insurance.

Each agency shall be responsible for providing workers compensation, as required by law, and liability insurance coverage through self-insurance or by commercial general liability insurance. The Portland Police Bureau will maintain insurance for its aircraft. No party shall be required to show evidence of insurance.

10. Termination.

Withdrawal from and/or termination of this Agreement shall occur in accordance with the provisions of the Master Interlocal Agreement, previously executed by the parties.

11. Adherence to Law.

Each agency must comply with all federal, state and local laws and ordinances applicable to this Agreement.

12. Entire Agreement and Amendments.

This Agreement, with incorporation by reference of the Master Interlocal Mutual Law Enforcement Assistance Agreement, consists of the entire Agreement between the partner agencies. This Agreement may be modified or amended by written agreement of the partner agencies.

13. Notices.

The partner agencies shall receive annually a report detailing expenditures, flight hours per agency, personnel hours per agency, and any other information that may be required under the terms of this agreement. Any notices to be given under this Agreement shall be sufficient when delivered, postage prepaid, and addressed (a) to the affected party or parties at the address(es) listed on their signature page of this Agreement and (b) to the designated administrator at such address as he or she may from time to time provide to the parties.

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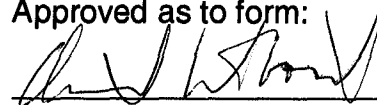
EXECUTED on the day and year first written below.

CITY OF PORTLAND, OREGON

Vera Katz, Mayor

Date: _____

Approved as to form:



Clerk


Deputy City Attorney

Address for Notice:

Derrick Foxworth
Chief, Bureau of Police
1111 S.W. 2nd Avenue
Portland, OR 97204

EXECUTED on the day and year first written below.

WASHINGTON COUNTY SHERIFF



Rob Gordon, Sheriff
Date: 9-22-04

Approved as to form:

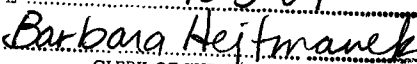
County counsel



Assistant County Attorney


Address for Notice:

Rob Gordon, Sheriff
Washington County Sheriff's Office
215 S.W. Adams Avenue
Hillsboro, OR 97123

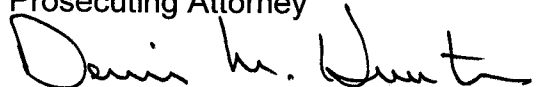
APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS
MINUTE ORDER # 04-373
DATE 10-5-04
BY 
CLERK OF THE BOARD

EXECUTED on the day and year first written below.

CLARK COUNTY SHERIFF


Garry E. Lucas, Sheriff
Date: 08/16/2004

Approved as to form:
ARTHUR D. CURTIS
Prosecuting Attorney


Senior Deputy

Address for Notice:

Garry E. Lucas, Sheriff
Clark County Sheriff's Office
Post Office Box 410
Vancouver, WA 98666