

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE PORTLAND POLICE BUREAU AND  
THE DEPARTMENT OF PUBLIC SAFETY STANDARDS & TRAINING**

This AGREEMENT is made and entered into by and between THE STATE OF OREGON, DEPARTMENT OF PUBLIC SAFETY STANDARDS AND TRAINING, hereinafter referred to as "DPSST," and THE PORTLAND POLICE BUREAU, hereinafter referred to as PPB.

**Recitals**

1. By authority granted in ORD 190.110, state agencies may enter into agreements with units of local governments 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.
2. By authority granted in City of Portland Charter 2-105 (a)(4), the City of Portland may enter into this agreement.
3. Under such authority, DPSST and PPB wish to cooperate in a joint collaboration to provide the DPSST 10 week basic police course as an experimental pilot program in or near Portland, Oregon.
4. The pilot program is primarily intended to provide efficient delivery of mandated DPSST training to a group of newly hired Portland Police Bureau police officers (students) on a one-time basis.
5. The purpose of this AGREEMENT is to document the curriculum and delivery of training between DPSST and PPB in the selection and certification of instructors, in support of the development and implementation of the pilot program in Portland.

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

**Management and Pilot 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 certified and approved by DPSST, and DPSST form F-9 will be submitted and current for each instructor and received by DPSST no later than January 15, 1999.
3. Up to 80 students will participate in the pilot program.
4. The ratio of instructors for defensive tactics training will be no less than one (1) instructor to ten (10) students. The ratio of instructors for firearms training will be no less than one (1) instructor to five (5) students.
5. The pilot program will commence on or about February 15, 1999, and end on or about August 30, 1999. DPSST and PPB may mutually agree to schedule certain component classes outside the established dates for the course.
6. The pilot program is a 'uniformed' academy. PPB will ensure that students wear an appropriate academy uniform in the classroom, appropriate academy attire at the firing range and while participating in skills and physical fitness training. Each student will wear nametags identifying DPSST and the class number. Students will provide civilian clothing and training wear.
7. PPB will adhere to DPSST standards for instructor and student conduct expectations. PPB will enforce the provisions of the DPSST Instructor Expectations Guide, Student Conduct Guide, Student Leadership Guide and all testing policies and procedures developed by DPSST. All PPB instructors will sign off that they understand and will comply with DPSST Instructor Expectations. The signed 'Instructor Expectations' agreement will be forwarded to the DPSST Regional Basic Academy Coordinator.
8. Representatives from DPSST and PPB will meet as may be needed to manage the joint collaboration of the pilot program.

### Curriculum

1. The PPB pilot Basic Police Course curriculum shall be comprised of the DPSST 400 hour Basic Police Course. PPB may provide additional hours of training in the pilot course, but all students shall receive the 400 hour Basic Police Course and successfully pass the DPSST written and demonstrated examinations. DPSST will provide lesson plans to PPB for the 400 hour Basic Police Course.
2. Additional curriculum must be submitted to DPSST Standards and Certification as PPB Advanced Academy Curriculum.
3. Included in the basic academy curriculum are the following 'benchmark' courses that must be delivered in their entirety as developed by DPSST. The below listed

courses have been specifically developed to integrate key components as identified by DPSST. Any deviation from course outlines is prohibited.

Course

Domestic Violence  
Community Policing  
Problem Solving  
Diversity  
Professionalism  
Government Standards  
    And Practices  
Survival Ethics

4. Standard Operating Procedures (SOP's) from DPSST that pertains to training will be provided to PPB and will be used where applicable.
5. Lawyers, preferably prosecutors, will teach units of legal instruction.
6. Supplemental course material must be submitted to DPSST Standards and Certification for approval no later than January 15, 1999. All supplemental course material will conform to the standards established by DPSST for approval of such courses.
7. Any proposed changes to lesson plans, performance objectives or test questions in the 400 hour DPSST Basic Police Course must be submitted to the DPSST Regional Basic Academy Coordinator for approval prior to implementation.
8. The CD ROM Basic Academy Curriculum provided to PPB by DPSST will be returned to DPSST upon completion of the academy. Copyright remains with DPSST, and copies of the CD ROM may not be made.

**Responsibilities of PPB**

1. PPB will provide all facilities (classroom, range, EVOC track, gymnasium for defensive tactics). Classroom space will include all utilities, janitorial, parking, restroom, and common areas for breaks. DPSST will have final approval of facilities.
2. DPSST will not pay or reimburse the cost of facilities for the pilot course.
3. PPB will ensure that the classroom space is set up with the following equipment at a minimum:

Table area or desk and chair for each student  
Table (3' x 5') and 2 chairs for instructor in front of classroom  
Table (3' x 5') for materials in the back or side of classroom

Pencils for all students and sharpener  
3 hole punch  
Notebook paper and paper cutter  
Table (3' x 5') for class coordinator in back of classroom  
3 to 5 extra chairs for visitors  
2 bulletin boards (4' x 6')  
2 dry erase boards  
1 flip chart and 3 pads of chart paper  
Projection screen  
Utility cart with power strip  
VCR  
Slide Projector  
Overhead projector  
Cassette or CD player  
2 television sets (27" minimum) or video projector  
Reasonable sound-proofing of classroom  
Computer projector (for Power Point presentations) and PC  
Secured area for testing materials  
Message board

4. PPB will provide proctors for administering and monitoring testing.
5. DPSST will provide Student Leadership Guide, Instructor Expectation Guide, and Student Conduct Guide to PPB Regional Academy recruits.
6. PPB and DPSST will provide an orientation to the students on the rules and expectations of the Student Conduct Guide. PPB shall enforce the requirements of the Student Conduct Guide and ensure that each student has signed that they understand the expectations and 'zero tolerance' requirements.

#### **Pistol Range**

1. PPB will provide a pistol range for the firearms training portion of the basic police curriculum. DPSST will have final approval of this facility.
2. PPB will transport students from the academy classroom to the firearms range.
3. PPB will ensure that the firearms range is equipped, at a minimum, with:
  - An emergency medical evacuation plan
  - 24 hour Emergency Medical Transport from firing range
  - An OSHA approved first aid kit
  - First aid trained instructors on site
  - Adequate supply of potable water
  - Air-borne lead safety briefing for instructors and students
  - Wash up capability (hands and face)

Adequate sanitary facilities (one facility per 25 students)  
Adequate shade/shelter from weather conditions during breaks  
Wireless communications capability  
Suitable public address system  
One shotgun per 5 students  
Holster – (describe make and model)  
Magazines – (quantity)  
Magazine pouch  
Ear Protection  
Safety glasses  
Handgun cleaning materials: one rod, one bore brush, one parts brush (tooth brush), 10 flannel patches per student and one bottle of Break-Free per 5 students.  
Ammunition Handgun: 500 rounds per student  
Shotgun: 10 rounds per student  
Dummy rounds: xx per student

Targets: PPB will use own targets.

Target patching tape

Target stands (holders)

4. Handguns will be provided to each student by the employing agency.
5. PPB will ensure that all instructors and students at the firing range wear DPSST approved ear and eye protection.
6. PPB will train using their own course of fire, but will qualify using the DPSST course of fire.

#### **Skills, Defensive Tactics and Physical Training**

1. Skills, defensive tactics, and physical fitness training will be conducted in a DPSST approved facility.
2. PPB will ensure that the gymnasium is equipped with approximately 100 square feet per student.
3. PPB will provide the following:
  - Numbered vests
  - 1 Hitman simulation suit
  - Handcuffs
  - Striking Shields
  - Printing
  - Stop watches
  - 50 wrestling mats
4. Student will provide a blue t-shirt and sweat pants.

5. All demonstrated defensive tactics performance objectives must be passed at 100 percent proficiency.

### **Instructors**

PPB will provide all instructors for the program unless otherwise requested from DPSST.

### **Instructor Development**

PPB will effectuate agreements and make appropriate arrangements for DPSST to conduct instructor development training in Portland. PPB's responsibilities will include providing a classroom or other suitable facility for instructor development.

### **Training Coordinators**

PPB Training Coordinators will wear PPB uniform designated by academy director.

### **Testing / Coordination**

1. A PPB employee will serve as the full-time, on-site class coordinator during the academy program. The PPB Course Coordinator will have a public safety and training delivery background acceptable to DPSST.
2. The PPB Course Coordinator will be responsible for student attendance records, etc., under the supervision of DPSST.
3. DPSST – Training will compile DPSST written exams based upon the PO's listed in the Course Schedule.
4. DPSST performance objectives will be evaluated through DPSST examination and testing process. Any other testing administered by PPB will be given in addition to, but not in lieu of DPSST exams. PPB will administer skills demonstrations under the oversight of DPSST staff, and shall use DPSST evaluation instruments.
5. The DPSST Regional Basic Academy Coordinator will administer the exams. DPSST will fax the results back to the PPB Course Coordinator, and send separately, student 'reports' for each exam.
6. The passing score on every academic exam is 75%. Students, who fall below a 75% average for the entire course will not graduate.

### **Scheduling, Student Absences, and Records**

1. PPB will ensure that student attendance is in compliance with DPSST student attendance and absence requirements.
2. DPSST's Attendance Forms will be used. Students may not miss more than 10% of the DPSST 400 hour Basic Police Course.
3. All labs (vehicle stops, EVOC, firearms, defensive tactics), will use the same performance objectives, and demonstrated performance criteria as used in the DPSST 400 hour Basic Police Course, except as agreed upon by PPB and DPSST.
4. The PPB Course Coordinator is responsible for maintaining course records and maintaining a master course schedule that captures daily scheduling changes and instructor substitutes. All schedule changes (i.e., postpone a class due to a sick instructor) must be documented.
5. The Course Coordinator will notify DPSST of any change of sequence of units of instruction as soon as possible after it is determined that a change will have to be made.

### **Graduation**

DPSST and PPB will coordinate and provide a graduation ceremony for students at the completion of the program. The graduation ceremony will be conducted at a facility provided by PPB, and will be conducted by PPB and DPSST staff. The graduation ceremony will include the same certificates, professional photography, awards, plaques, and guest speakers as found at the graduation ceremonies at DPSST.

### **PPB Course Coordinator**

1. PPB Course Coordinator will work with DPSST to develop and gather data to measure the effectiveness as well as cost and efficiencies associated with alternative training delivery methods.
2. DPSST will provide PPB with a Weekly Recap Report form designed to help capture this data. Additional narrative may be added for an 'after-action' report.
3. The PPB Course Coordinator will maintain a class file that will contain at a minimum daily attendance records, all class / course instructor changes, the Weekly Recap Report, examinations and results, firearms qualification scores, lab skills and proficiency reports, records of student counseling and discipline, and all other pertinent data. PPB will forward the original class file to DPSST for archiving within 30 days of the completion of the course.
4. The PPB Course Coordinator will use the DPSST class/instructor evaluation form, and forward the completed forms for each class and instructor to the DPSST Regional Academy Program Coordinator.

### Responsibilities of DPSST

1. DPSST will participate in the planning and have final approval of program facilities, instructor selection and assignment, and class sequencing and scheduling.
2. DPSST will provide, develop, control and make necessary copies of materials for:
  - Instructor development training
  - Instructor certification
  - All curriculum to include performance objectives, lesson plans, workbooks, exercises, and audio visual material.
  - Enrollment liaison with PPB
  - Testing services, protocol and policy
3. DPSST will provide a Regional Academy Coordinator who will be responsible for DPSST oversight and coordination of the program. The Regional Academy Coordinator will be available to PPB, but will not be stationed full time in Portland. PPB will provide office space for the DPSST Regional Academy Coordinator at the regional academy.

### General Provisions

1. DPSST 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 DPSST 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. Subject to the limitations of the Oregon Constitution and statutes, PPB and DPSST each shall be solely responsible for any loss or injury caused to third parties arising from their own acts or omissions under this Agreement. Each party shall indemnify, defend and hold harmless the other party with respect to any claims, litigation or liability arising from PPB's or DPSST's 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 end on August 31, 1999. This Agreement may be renewed by both DPSST and PPB.
6. PPB shall keep its premises insured at its own expense against fire and other risks covered by a standard fire insurance policy. The property and equipment used in the program will be covered under PPB's fire insurance policy while the property and equipment is on PPB's premises. DPSST 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, 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.

Dianne L. Middle 2-12-99  
Dianne L. Middle                      date  
Executive Director DPSST

Charles A. Moose 2-18-99  
Charles Moose                      date  
Chief of Police, Portland Police Bureau

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_ date