

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland (CITY) acting by and through its Bureau of Police and the City of Battle Ground in the state of Washington acting by and through the Battle Ground Police Department (BGPD).

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

PURPOSE

This IGA contains the terms and conditions under which the CITY agrees to donate a surplus ballistic vest described and depicted in Exhibit A (Vest) to BGPD for use in BGPD's law enforcement training academy.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective on the date it is signed by both parties. Unless earlier terminated or extended, this IGA shall terminate on May 1, 2021 upon the destruction, return, or permanent disposal of Vest.
2. Consideration. CITY agrees to transfer Vest to BGPD in the interests of public safety and law enforcement cooperation, and for other good and valuable consideration.
3. Vest Use. BGPD agrees to use Vest for law enforcement purposes only. BGPD shall not transfer ownership of Vest to any person, government agency, business entity, or any third party without the express written consent of CITY's Commissioner-in-Charge of the Portland Police Bureau. BGPD shall accept Vest "as-is" in the condition in which CITY delivers it. CITY expressly disclaims any and all warranties, including but not limited to any warranty related to the Vest's fitness of use for any purpose. BGPD shall destroy, return, or dispose of Vest by May 1, 2021. The term dispose, as used in this section, means permanent disposal in a lawfully established and operated permanent waste disposal facility.
4. Release and Hold Harmless. BGPD shall release and forever discharge the CITY, its agents, officers, employees, officials, and all other persons, firms, corporations or other entities liable or who might be claimed to be liable from all claims related to Vest. BGPD shall accept Vest "as-is" in the condition in which CITY delivers Vest. CITY expressly disclaims all warranties related to the Vest, including but not limited to any warranty related to Vest's fitness of use for any purpose. This section (4) survives the termination of this IGA.

5. Project Representatives. Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or related to this IGA shall be directed to the appropriate individual.

Portland Police Bureau

Project Manager: Lorena Espinoza, Quartermaster
Organization: City of Portland
Bureau of Police
Address:
1111 SW 2nd Avenue
Portland OR 97204
Phone: 503-823-0932
Email: Lorena.Espinoza@portlandoregon.gov[FG1][KL2]

City of Battle Ground, Washington

Project Manager: Alisha Smith, Administrative Assistant to the Chief of Police
Organization: City of Battle Ground, Washington
Police Department
Address:
507 SW 1st Street
Battle Ground WA 98604
Phone: 360-342-5310
Email: Alisha.Smith@cityofbg.org

6. Amendments. The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
7. Project Manager. The CITY's Project Manager for this project is Lorena Espinoza, the Bureau's Quartermaster.[FG3][KL4] The Project Manager may agree on CITY's behalf to extend the term of this IGA and may agree on CITY's behalf to other amendments to the IGA that do not increase CITY's financial risk. The Project Manager also is authorized provide on CITY's behalf notices related to this IGA and to terminate this IGA in accordance with its provisions.
8. Termination. This IGA may be terminated by either party on 30 days written notice of such termination to the other party.
9. No Third-Party Beneficiary. Except as set forth herein, this IGA is between the parties and creates no third-party beneficiaries. Nothing in this IGA gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third parties.

10. Conflict of Interest. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this IGA or the proceeds thereof.
11. Non-assignment. This IGA shall not be assigned or transferred to another party without the express written consent of CITY's Project Manager.
12. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
13. Choice of Venue. Oregon law, without reference to any of its conflict of law provisions, shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon.
14. Severability/Survival. If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this IGA for any cause.
15. Access to Records. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to the specific IGA for the purpose of making audit, examination, excerpts, and transcript and determining payment.
16. Compliance with Applicable Law. Both parties shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to work performed or actions under this IGA.
17. Insurance. BGPD shall provide proof of commercial or self-insured general liability and workers compensation insurance coverage.
18. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.
19. Electronic Signatures. CITY and BGPD may conduct this transaction by electronic means, including the use of electronic signatures.

[Signature page follows]

CITY

BGPD

| | | | |
|-------------|-------------|------------------|-------------|
| _____ | Date: _____ | Signature: _____ | Date: _____ |
| Ted Wheeler | | Name: _____ | |
| Mayor | | Title: _____ | |

Approved as to form:
By:

| | |
|---------------|-------------|
| _____ | Date: _____ |
| City Attorney | |

Exhibit A

Vest is made by Point Blank, model AXBIIIA (threat level NIJ0101.06 IIIA), serial numbers 70000125058 (front panel) and 170000125042 (rear panel).

[Three color photographs of Vest follow]





2102 SW 2nd ST Pompano Beach
Florida-33069
WEAR FACE
THIS SIDE TO FACE BODY

WARNING!
This garment is rated
ONLY for the ballistic
threat level stated on
this label. It is **NOT**
intended to protect
against rifle fire, or
sharp edged or
pointed instruments.

CARE INSTRUCTIONS

1. DO NOT WASH OR SUBMERGE IN ANY LIQUID.
2. DO NOT DRY CLEAN.
3. DO NOT USE BLEACH.
4. WIPE WITH DAMP CLOTH AND ALLOW TO COMPLETELY DRY BEFORE WEARING.

Model: AXBIIIA

This Model of armor has been determined to comply with NIJ Standard-0101.06 by the NIJ Compliance Testing Program and is listed on the NIJ Compliant Products List.

Style #: MC1ABDHB

Description:

MC SHAPE AXBIIIA BACK

Serial #: 170000125042

Lot #: 3160370

Size: 54 L1

Date of Issue: 04/2017

Date of Manufacture: 04/18/2017

Location of Manufacture: Pompano Beach FL

Threat Level:

NIJ0101.06 IIIA

Ballistic Performance Warranty Period: 5 Years

For Warranty Information Contact:
POINT BLANK ENTERPRISES, INC.

1-800-413-5155



170000125042



2102 SW 2nd ST Pompano Beach
Florida-33069

WEAR FACE
THIS SIDE TO FACE BODY

WARNING!

**This garment is rated
ONLY for the ballistic
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Model: AXBIIIA

This Model of armor has been determined to comply with NIJ Standard-0101.06 by the NIJ Compliance Testing Program and is listed on the NIJ Compliant Products List.

Style # : MC1ABDHF

Description :

MC SHAPE AXBIIIA FRONT

Serial # : 170000125058

Lot # : 3160370

Size : 52 L1

Date of Issue: 04/2017

Date of Manufacture: 04/18/2017

Location of Manufacture: Pompano Beach FL

Threat Level :

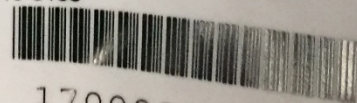
NIJ0101.06 IIIA

Ballistic Performance Warranty Period: 5 Years

For Warranty Information Contact:

POINT BLANK ENTERPRISES, INC.

1-800-413-5155



170000125058