



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

March 5, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to Approve Amendments to the Agreement  
with the Oregon State Marine Board

<b>Purpose/Outcome</b>	The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes and six major rivers. This Operating Plan will reimburse the Sheriff's Office for a portion of expenses as outlined in the Financial Plan.
<b>Dollar Amount and Fiscal Impact</b>	The total Fiscal Year 2020 Operating Plan includes \$428,808.93 in support from the Marine Board as well as an estimated \$389,041.60 in CCSO contribution.
<b>Funding Source</b>	The Oregon State Marine Board is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
<b>Duration</b>	Effective July 1, 2019 through June 30, 2020
<b>Strategic Plan Alignment</b>	The funds will provide patrol services on all Clackamas County waters as well as investigate boating law violations and boating accidents, examination of boats and other services as outlined in the agreement.
<b>Previous Board Action/Review</b>	Approval of multiple, prior fiscal year requests.
<b>Counsel Review</b>	Reviewed and approved by County Counsel on 2/24/2020 Andrew Naylor
<b>Contact Person</b>	Nate Thompson – Office (503) 572-7118
<b>Contract No.</b>	250-1920CLACKAMAS-000 Amendment No. 1 IGA No. 19-20 CLACKAMAS-001

**BACKGROUND:**

The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes with approximately 35.5 miles of shoreline and six major rivers with about 139.5 river miles. The emphasis is on the Willamette River, the Clackamas River and the High Lakes.

Funds from the Marine Board pay for staffing to include Supervisor time, Marine Deputies, Marine Service Officers, overtime, marine fuel, training, insurance, boat maintenance and other administrative costs.

**RECOMMENDATION:**

Staff recommends the Board approve this Amendment No.1 increased by \$3,727.93 and Amendment No. 2 \$13,458 to operating plan and authorizes Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,

*Craig Roberts*  
Craig Roberts, Sheriff

*"Working Together to Make a Difference"*

**INTERGOVERNMENTAL AGREEMENT  
AMENDMENT NO. 1  
IGA NO. 19-20 CLACKAMAS-001  
OREGON STATE MARINE BOARD AND CLACKAMAS COUNTY**

This Amendment hereby modifies the Law Enforcement Intergovernmental Agreement, entered into by and between the State of Oregon, acting by and through its State Marine Board, hereinafter called "OSMB," and Clackamas County, hereinafter called the "County." The referenced agreement is the 2019-2020 Law Enforcement Intergovernmental Agreement with the County of Clackamas for marine law enforcement activities.

The Agreement entered into on July 1, 2019, shall be amended as follows:

**SECTION 7. COMPENSATION AND PAYMENT TERMS**

7.1 OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed **\$415,350.93** for the agreement term **for the costs described in the Action Plan, and an additional \$3,727.93 for the purchase and installation of a Firecom system on the 2019 River Wild boat OR 740XCX.** Payment requests shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment

This Amendment forms a part of the Agreement. Except as specifically modified above, all other terms and conditions of the original Agreement are still in full force and effect.

In witness to the above, the following duly authorized representatives of the parties referenced above have executed this amendment.

OSMB

COUNTY

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
AMENDMENT NO. 2  
IGA NO. 19-20 CLACKAMAS-002  
OREGON STATE MARINE BOARD AND CLACKAMAS COUNTY**

This Amendment hereby modifies the Law Enforcement Intergovernmental Agreement, entered into by and between the State of Oregon, acting by and through its State Marine Board, hereinafter called "OSMB," and Clackamas County, hereinafter called the "County." The referenced agreement is the 2019-2020 Law Enforcement Intergovernmental Agreement with the County of Clackamas for marine law enforcement activities.

The Agreement entered into on July 1, 2019, shall be amended as follows:

**SECTION 7. COMPENSATION AND PAYMENT TERMS**

7.1 OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed **\$428,808.93** for the agreement term **for the costs described in the Action Plan and Amendment No. 1, and an additional \$13,458 for the purchase of two 2019 Yamaha PWCs equipped with Life Sled transom adaptors.** Payment requests shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment

This Amendment forms a part of the Agreement. Except as specifically modified above, all other terms and conditions of the original Agreement are still in full force and effect.

In witness to the above, the following duly authorized representatives of the parties referenced above have executed this amendment.

OSMB

COUNTY

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



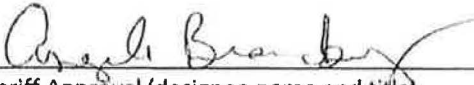

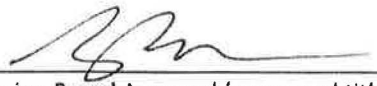

### Marine Law Enforcement Purchase Proposal

Clackamas County Sheriff's Office (CCSO) proposes to purchase two personal watercraft (PWC) patrol platforms through the approved county purchasing procedures and policies. Attached is the quotes for the two new PWCs and additional Life Sled transom adaptors. The Oregon State Marine Board has reviewed both quotes. CCSO is requesting the Marine Board donate a PWC being liquidated by the county. All funds the county receives from the liquidation will be used to offset the cost of the new PWCs.

#### Budget Outline

(\$7,000)	Trade in PWC: 2016 Sea Doo – HIN: YDV08225A616
\$460	Life Sled Transom Adaptors
\$9,999	Purchase: 2019 Yamaha VXR
\$9,999	Purchase: 2019 Yamaha VXR
<b>\$13,458</b>	<b>Total Purchase Price</b>

CCSO is requesting the Marine Board contribute \$13,458 towards this patrol platform purchase. CCSO agrees to purchase the two PWCs and Life Sled transom adaptors from the vendors no more than ten business days after approval of this proposal. Upon delivery and final inspection of the new platforms, the Marine Board will release the requested amount to CCSO through a contract amendment. The contract amendment will be signed prior to delivery.

 Sheriff Approval (designee name and title)	 Approval Signature	10/4/19 Date
 Marine Board Approval (name and title)	 Approval Signature	10-14-19 Date

H

SUBLIMITY, OR  
503-769-8888



Bid for Clackamas CSO

2019 Yamaha VXR price at \$9999 each. MSRP \$12299.

Trades inspected here at Power

2016 Seadoo RXT-300 \$7000 – Unit runs well and checks out.

2016 Seadoo RXT-300 -repairs exceed value and unit is totaled

2007 Yamaha FX 1000-Repairs exceed value and unit is totaled

\$9999 2019 New VXR

\$9999 2019 New VXR

-\$7000 trade on 1 RXT-300

\$12998 difference




David Sibley

Power Motorsports

503-769-8888



## Cart

	Product	Price	Quantity	Total
x	 Yamaha WaveRunner VX	\$185.00	2	\$370.00
x	 Dyneema® Spliced Loop	\$20.00	2	\$40.00
x	 70mm MEDIUM Quick Release Snap Shackle	\$25.00	2	\$50.00

Coupon code

Apply coupon

Update cart

## Cart totals

Subtotal \$460.00

Total **\$460.00**

Proceed to checkout



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

March 5, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Participant Intergovernmental Agreement between Clackamas County Sheriff's Office and City of Portland for the Regional Justice Information Network (RegJIN) as Regional Partner Agency – Inquiry Only

<b>Purpose/Outcome</b>	Approval of the IGA to authorize access RegJIN "Inquiry Only"
<b>Dollar Amount and Fiscal Impact</b>	\$25,000 (\$5000 per year)
<b>Funding Source</b>	Sheriff's Office/IT Budget
<b>Duration</b>	Upon execution for 5 years thru 2024
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	Furthers the County's focus to keeping our residents safe, healthy and secure
<b>Counsel Review</b>	Andrew Naylor, 11/12/19
<b>Contact Person</b>	Nancy Artmann, CCSO Finance Manager 503.785.5012

**BACKGROUND:**

The purpose of this IGA is to enhance working relationship with law enforcement agencies surrounding Clackamas County through sharing resources. This provides the means for agency partners to train in the local facility. This enhances their opportunity to keep skills up to date and have meaningful, practical application.

**RECOMMENDATION:** Sheriff's Office respectfully requests that the Board of County Commissioners approves this intergovernmental agreement between Clackamas County by and through its Sheriff's Office and City Of Portland for the safety of its citizens of both the Counties.

Respectfully submitted,

  
Craig Roberts  
Sheriff

**RegJIN PARTICIPANT INTERGOVERNMENTAL AGREEMENT  
REGIONAL PARTNER AGENCY – INQUIRY ONLY**

This Intergovernmental Agreement ("Agreement") is made effective on DATE ("Effective Date") by and between the City of Portland, a municipal corporation of the State of Oregon, and its successors or assigns (hereinafter referred to as "City") and Clackamas County, by and through the Clackamas County Sheriff's Office (hereinafter referred to as "RPA"), a political subdivision of the State of Oregon, by and through their duly authorized representatives. Authority to enter into the Agreement is pursuant to Oregon Revised Statutes ("ORS") 190.003.

This Agreement may refer to the City and RPA individually as a "Party" or jointly as the "Parties."

This Agreement shall be perpetual and remain in effect unless otherwise terminated per the terms of this Agreement.

RPA Contact:

City of Portland Contact:

Tammy Mayer

Portland Police Bureau

Records Division

1111 SW 2<sup>nd</sup> Avenue #1126

Portland, OR 97204

TEL:

TEL: (503) 823 - 0101

E-MAIL:

E-MAIL: [tamara.mayer@portlandoregon.gov](mailto:tamara.mayer@portlandoregon.gov)

**RECITALS**

WHEREAS, the City has acquired a law enforcement Records Management System ("System") to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the RPA is an Inquiry Only RPA as defined in this Intergovernmental Agreement for the System herein; and

WHEREAS, the RPA desires to Access the System as an Inquiry Only RPA; and

WHEREAS, the City and the RPA desire to enter into this Agreement and being fully advised; and

**NOW THEREFORE, IN CONSIDERATION** of the mutual promises and covenants contained herein, it is agreed as follows:



## 1. DEFINITIONS:

The following are the definitions of terms used herein:

- A. "Access" means the authority granted by the City to the RPA's Authorized Users to review or receive information from the System.
- B. "Agreement" means this Participant Intergovernmental Agreement and all the Terms and Conditions, including all the documents referenced in the Order of Precedence in Section 2 below.
- C. "Amendment" means a written document required to be signed by both Parties in any way altering the Terms and Conditions or provisions of the Agreement.
- D. "Authorized Use" means functions and capabilities that a User is assigned and able to perform based on User ID and Password, as established by a System Administrator.
- E. "Authorized System User" means any User that has passed the authentication process of the System and is thereby authorized to Use the System's functions and components based on the permissions established by that User's credentials (User ID and password, fingerprints, etc.).
- F. "City Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.345(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.345 and/or ORS 192.355 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPAA) and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.
- G. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) Days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Contract; is required by law to be disclosed; or is explicitly approved for release by written authorization of the disclosing Party.
- H. "Cost Sharing Formula" means the Plan, adopted by the City based on recommendations by the User Board that apportions User Fees, capital, operation, maintenance, repair and equipment replacement costs and use of grant funding among the Entry RPAs and Inquiry Only RPAs. The

Cost Sharing Formula may be amended as provided for in the User Board Master IGA.

- I. "Criminal History Record Information" means information collected by criminal justice agencies and stored or available through the System on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including, but not limited to sentencing, correctional supervision, and release.
- J. "Criminal Justice Information" means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This includes Criminal History Record Information and investigative and intelligence information. It does not include agency personnel or administrative records used for agency operations or management.
- K. "Days" shall mean calendar days, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later, unless otherwise specified by the Agreement.
- L. Defects means one of the five types of Defects listed below and as outlined in Exhibit E, RegJIN Support Model, Figure 1:
  - 1) "Material Defect" means an Error that impairs the Products as described in Critical Defect and for which no fix is available or forthcoming.
  - 2) "Critical Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor and at least 25% of the User base of the Production System are impacted in the same manner as defined in the System maintenance and support agreement for a Critical Defect.
  - 3) "High Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor and at least 25% of the active User base of the Production System and/or Hot Standby System environment are impacted in the same manner as defined in the System maintenance and support agreement for a High Defect.
  - 4) "Medium Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor.
  - 5) "Low Defect" means a Defect as defined in the System maintenance and support agreement between the City and the System Contractor. "Dissemination (Disseminate)" means the transmission of information, whether in writing, or electronically, to anyone outside the RPA that maintains the information, except reports to an authorized repository.
- M. "Documentation" means User manuals, and other written and electronic materials in any form that describe the features or functions of the System, including but not limited to published specifications, technical manuals, training manuals, and operating instructions.
- N. "Entry RPA" means a law enforcement agency that has signed the User Board Master IGA and a Full Entry Participant IGA with the City. Entry RPA, the City and their Authorized Users enter data into the System.
- O. "Equipment" means any hardware, machinery, device, tool, computer, computer components,

computer system or other high-technology equipment, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the System.

- P. "Error" means any Defect, problem, condition, bug, or other partial or complete inability of the System to operate in accordance with the applicable Specifications and Documentation.
- Q. "Interface" means a point of interaction between System components or the device or code which enables such interaction; applicable to both Equipment and Software.
- R. "Inquiry Only RPA" means an agency that has signed this Inquiry Only Participant IGA with the City, providing Access to view some System data but does not input any agency data into the System and has no voting rights on the User Board.
- S. "Intelligence and Investigative Information" means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.
- T. "Material Breach" means any breach of this Contract that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Contract.
- U. "Personal Computer (PC)" means commercial grade desk top computers that are capable of accessing System servers via a CJIS compliant connection.
- V. "Specifications" shall mean the specifications contained in the contract between the City and the Contractor for the System governing its implementation and use by the City, Entry RPA, and Inquiry Only RPA.
- W. "System" is the law enforcement records management system acquired and implemented by the City of Portland for use by the Portland Police Bureau and the RPA.
- X. "System Administrator" shall mean a specially trained Authorized User that is authorized to perform System administrative functions.
- Y. "System Manager" is the individual with designated named backups appointed by the City of Portland to manage and operate the System on a daily basis.
- Z. "Use" means the City authorized Access given to RPA to assign Users, permission levels, and receive information from the System.
- AA. "User" shall mean any person employed by or working on behalf of the City or an RPA, the City's and RPA's Bureaus and Divisions, Officers, Directors, and any person or entity authorized by the City and/or RPA to provide it with Services requiring use of the System, and to use the City's or an RPA's resources in whole or in part, in the course of assisting the City or an RPA.
- BB. "User Board" shall mean the advisory body for the System that operates under the Master Intergovernmental Agreement for the User Board of the Regional Justice Information System Network (RegJIN).

CC. "User Fees" are fees set by the City for RPA Access and use of the System and as agreed to between the City and a RPA in a Participating IGA. User Fees shall be updated annually based on the Cost Sharing Formula and do not require an Amendment.

**2. ORDER OF PRECEDENCE:**

In the event there is a conflict between the terms and conditions of one portion of this Agreement with another portion of this Agreement, the conflict will be resolved by designating which portion of the Agreement documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Agreement the order of precedence shall be:

Exhibit A – User Fees

Exhibit B – Reserved

Exhibit C – System Procedures and Use Policy\*

Exhibit D – Equipment and Security Requirements\*

Exhibit E – RegJIN Support Model\*

\*Exhibits C, D, and E are available on the System's website at:

<http://www.portlandonline.com/regjinrc/index.cfm?&c=51409>. Exhibits C, D, and E will be revised as necessary to conform to updated requirements and procedures.

**3. STATEMENT OF PURPOSE:**

The purpose of this Agreement is to define the terms and conditions under which the System will be Accessed and Used by the RPA.

**4. SYSTEM ACCESS:**

The City will contract with the System Contractor and will own all licenses to Access the System. The City will provide the RPA's Users Access to the System.

**5. CITY PROVIDED SERVICES:**

- A. Enable Access via Equipment, including PCs, laptops, and other hand held devices for Authorized Use of the System by RPA Users.
- B. Provide procedures, instructions and other documents to the RPA regarding the methods available and minimum requirements for RPA's Equipment to gain Access to the System.
- C. Provide instructions, documents, and arrange for the necessary training to certify one or more RPA System Administrators to perform limited administrative functions such as resetting passwords. RPA System Administrators will be trained as required, but not more than five (5) RPA employees will be trained at any one time.
- D. Support the RPA's System Administrators in the performance of their System related administrative functions.
- E. Provide training materials to enable RPA trainers to provide System training and instruction to

RPA Users.

- F. Maintain and administer the System according to City of Portland Information Technology policies and procedures including backup and restore, operating system patches, and System version upgrades as required and certified by the System Contractor.
- G. Ensure that audit logs are maintained in the System in accordance with CJIS requirements.
- H. The City will provide a help line during normal business hours for RPAs to report System problems, Errors or Defects. Protocol for addressing System problems, Errors or Defects is established in Exhibit E, RegJIN Support Model. For issues, after hours, RPA can leave a phone message or email which will be responded to during the following business day.

**6. RPA RESPONSIBILITY:**

- A. Compliance with Applicable Law. RPA warrants it has complied and shall comply with all applicable laws, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.
- B. The RPA acknowledges and agrees that RPA employees will only use the System for Authorized Uses. Permission to use the information available in or through the System other than for Authorized Use shall be obtained in writing from the City or originating RPA prior to any such use.
- C. The RPA acknowledges and agrees that RPA employees and subcontractors will only Access the System and information available in or through the System as authorized in this Agreement. Permission to Access the System or information available in or through the System other than as authorized in this Agreement shall be obtained in writing from the City or originating RPA prior to any such Access.
- D. The RPA acknowledges and agrees that the RPA, RPA employees, and RPA subcontractors will not modify through computer programming or other techniques the functions, capabilities, and operations of the System unless written authorization is provided by the System Manager prior to performing such modifications.
- E. The RPA acknowledges and agrees that; pursuant to the directions of the Oregon State Police and Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy; the City shall establish policy and exercise management control over all operations of the System. The System Procedures and Use Policy is attached as Exhibit C.
- F. RPA is responsible for providing its own Equipment, including PCs, and other RPA located devices required by RPA Users of the System.
- G. The RPA acknowledges and agrees that all RPA Equipment such as PCs with Access to the System will be configured to meet the System's minimum requirements to gain Access as specified in Exhibit D: Equipment and Security Requirements.
- H. The RPA acknowledges and agrees that all RPA Users shall meet the Personnel Security requirements specified in Exhibit D: Equipment and Security Requirements.

- I. RPA is responsible for maintaining RPA PCs according to City established requirements as specified in Exhibit D: Equipment and Security Requirements for the System.
- J. RPA is responsible for installing, configuring and providing network access to PC devices located in RPA facilities.
- K. RPA is responsible for providing secure network Access that 1) meets CJIS security requirements and 2) enables RPA to reach the System's network demarcation points.
- L. RPA is responsible for providing network connectivity that meets CJIS security policies and for providing all network communication devices, PCs and Equipment between RPA and the System (see Exhibit D for requirements).
- M. RPA is responsible for ensuring that all RPA network infrastructure and workstations with Access to the System comply with the most current CJIS security policy including, but not limited to, the physical security of workstations that are able to Access the System, access control, identification and authentication, information flow enforcement, and system and information integrity. RPA may contact the City to determine how to obtain the most current version of the CJIS security policy document. The RPA is responsible for resolving any problems uncovered as a result of an FBI audit. The City reserves the right to request and receive within a reasonable period, verification of RPA's compliance with CJIS policies.
- N. RPA is responsible for providing the City with the most current contact information for the RPA's security personnel and any changes thereof within seven (7) Days of the change.
- O. RPA is responsible for ensuring that all RPA Users that are granted Authorized Use of the System comply with the appropriate CJIS security requirements.

**7. CONFIDENTIALITY:**

- A. Maintenance of Confidentiality. The City and RPA shall treat as confidential any Confidential information that has been made known or available to them or that an RPA has received, learned, heard or observed; or to which an RPA has had access. The City and RPA shall use Confidential information exclusively for the City or RPA's benefit and in furtherance of this Agreement. Except as may be expressly authorized in writing by the City or originating RPA, or as required by law, in no event shall the City or RPA publish, use, discuss or cause or permit to be disclosed to any other person such Confidential information. The City and RPA shall (1) limit disclosure of the Confidential information to those directors, officers, employees and agents of the City or RPA who need to know the Confidential information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as the City or RPA employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City or RPA who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the City or RPA's possession or custody or under its control. The City and RPA are expressly restricted from and shall not use Confidential intellectual property of the City or RPA without the City and that RPA's prior written consent.
- B. The RPA acknowledges that each RPA is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information may be, by virtue of its possession by the City or a RPA, a public record and subject to disclosure. RPA receiving a public records request agrees, consistent with Oregon state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies

the information to be treated as Confidential. A RPA's commitments to maintain information confidential under this Agreement are all subject to the constraints of Oregon and Federal laws. Within the limits and discretion allowed by those laws, the City and RPA will maintain the confidentiality of information.

- C. The RPA acknowledges and agrees that the City and each RPA owns its own data in the System. RMS data can only be disclosed by the agency that entered it. In the event of a public record request for System data which belongs to the City or another RPA, the City or receiving RPA shall inform both the requestor and the appropriate RPA within two business days that it is not the custodian of record for the requested data and identify the RPA that may be able to comply with the public record request.
- D. The RPA acknowledges that unauthorized disclosure of Confidential Information will result in irreparable harm to the City or providing RPA. In the event of a breach or threatened breach of this Agreement, the City or affected RPA may seek equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

**8. LIMITS ON DISSEMINATION:**

The RPA's Dissemination of Criminal Justice Information available in or through the RegJIN RMS shall follow current Criminal Justice Information Security policies and procedures and/or other applicable State and/or Federal Laws.

**9. INFORMATION CONTROL AND RESPONSIBILITY:**

The City will provide the RPA with a list of RPA Users and devices that are permitted Access to the System on an annual basis. The RPA shall verify the list and report any discrepancies within 60 Days. The RPA shall update the list of Authorized System Users and devices to the City Administrator in a timely manner.

**10. EQUITABLE REMEDIES:**

The RPA acknowledges that unauthorized disclosure of City Confidential Information or misuse of a City computer system or network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Agreement, the City may seek equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

**11. SECURITY:**

- A. Physical Security – the RPA shall be responsible for maintaining the physical security of all devices that are authorized to Access the System, as well as any printed output (if authorized) or System Documentation which might permit unauthorized Access to, or Use of the System from within the RPA.
- B. On-Line Security – The System contains procedures and tools to ensure that only Authorized System Users and RPA devices can Access the information available in or through the System. RPA Users will be required to enter System User IDs and passwords before gaining Access to the System. System functions and System data. The RPA is responsible for issuing unique individual System User IDs and passwords to RPA Users. The RPA acknowledges and agrees that RPA employees will not share System User IDs and passwords.

- C. Personnel Security – Any individuals that are provided Access to the System by the RPA through the issuing of System IDs and passwords shall undergo the following security checks:
- 1) A personal background investigation equivalent to a background investigation that would enable them to Access the RPA's own Confidential information.
  - 2) Be fingerprinted and their identification and personal history verified through a check of the System's master name index, Oregon LEADS, the National Crime Information Center, and the FBI's Criminal Identification files.
  - 3) Obtain appropriate certifications from the Oregon State Police for any LEADS and NCIC transactions for which the User is authorized to perform within the System.
- D. The RPA acknowledges and agrees to comply with applicable CJIS Security Policy, including, but not limited to, verifying identification, performing a state of residency and national fingerprint-based record check prior to Access in the System for all personnel who have direct access to Criminal Justice Information through RegJIN and for those RPA employees or contractors who have direct responsibility to configure and maintain computer systems and networks with direct Access to Criminal Justice Information through RegJIN. If applicable, RPA shall deny or terminate Access and deny issuing or revoke a System User ID and password if, upon investigation, any RPA employee requesting or currently Using a System User ID and password is found to be in violation of current CJIS policy.
- E. The RPA acknowledges and agrees to notify the City immediately to deactivate the System User ID and password of any employee or contractor who is no longer an RPA employee, an RPA contractor, or who no longer requires Access to the System.
- F. RPA shall provide immediate written notification to the System Manager of any security breach that does or may affect the System or any other City systems. RPA shall provide written notification to the System Manager of any incident relating to System integrity such as a computer virus or unauthorized System queries.
- G. Failure to comply with the Security and Access specifications contained in the Agreement and Exhibit D: Equipment and Security Requirements may, at the sole discretion of the City, result in the suspension of the RPA and the RPA Users' Access to the System until such failures are corrected to the City's satisfaction.

## **12. PROPRIETARY RIGHTS:**

All trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to each Party are and will remain the exclusive property of that Party.

## **13. PAYMENT:**

- A. RPA acknowledges and agrees to pay the City the amount set out in Exhibit A: User Fees, which shall conform to the Inquiry Only RPA cost allocations contained in the Cost Sharing Formula in the User Board Master IGA in effect at the time of billing.
- B. Additional RegJIN services and/or System functions that are not routinely provided to other Inquiry Only RPAs under this Agreement shall be added via Amendment and billed as a separate line item identified in Exhibit A.



- C. Exhibit A, User Fees, shall be adjusted to conform to changes in the Cost Sharing Formula or in the services and/or System functions provided by the City to the RPA.
- D. The City will invoice the RPA annually in conformance with Exhibit A: User Fees.
- E. The RPA shall submit payment within thirty (30) Days of receipt of the invoice from the City.
- F. Failure to pay the City as due will suspend the RPA's Access to the System until paid in full.

**14. CITY AUDITS:**

The City, either directly or through a designated representative, may conduct financial and performance audits directly related to this Agreement. City audits shall be conducted in accordance with generally accepted auditing standards. RPA shall provide the City's internal auditor or external auditor, and their designees with a copy of all reports, including any management letters issued as a result of the specified audits.

Access to Records – The City internal auditor or City external auditor, and their designees, shall be given the right, and the necessary access, to review the work papers of RPA audits if the City deems it necessary. Copies of applicable records shall be made available upon request at no cost to the City.

**15. DURATION AND TERMINATION:**

- A. This Agreement is perpetual and shall continue from year to year unless otherwise terminated.
- B. This Agreement may be terminated by either Party, without cause, by the provision of a 90-Day written notice of termination to the other Party.
- C. The effective date of termination shall be on the 90<sup>th</sup> Day following the delivery of the termination notice.
- D. In the event of termination, RPA shall pay the City for work performed in accordance with the Agreement prior to the effective date of termination.

**16. FORCE MAJEURE:**

- A. In the event that either Party is unable to perform any of its obligations under this Agreement (or in the event of loss of Use) due to natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance.
- B. If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

**17. VIOLATIONS OF THE AGREEMENT:**

In the event of violation of the provisions of this Agreement, or violation of the security policy by the RPA, RPA employees, and/or RPA contractors, the City shall have the authority to immediately restrict or prohibit Access to the System by RPA Users, RPA PCs, and other RPA devices until resolution of the problem to the satisfaction of the City. The RPA shall be notified in writing of such action, given thirty (30) Days in which to cure the violation before Access is restricted or prohibited, and there shall be no charge for Access during any time that Access is prohibited.

**18. ROLLING ESTOPPEL:**

Unless otherwise notified by the RPA, it shall be understood that the City shall have met all its obligations under the Agreement. The City will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from the RPA within ninety (90) Days of discovery of the alleged deficiency and the RPA identifies the specific deficiency in the City's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected a specific performance requirement of City.

**19. NOTICE:**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing:

If to the Provider:

RegJIN System Manager  
Portland Police Bureau  
1111 SW Second Avenue, Room 1156  
Portland, Oregon 97204-3232

If to the RPA:

**Clackamas County Sheriff's Office**  
Timothy Beard  
Quality Assurance Unit Supervisor  
Clackamas County Sheriff's Office  
9101 SE Sunnybrook Blvd  
Clackamas, OR 97015

**20. AMENDMENTS:**

Except as a section or subsection may otherwise specifically provide, limit, or prohibit, the City and RPA may amend this Agreement at any time only by written Amendment executed by the City and the RPA.

Any changes to the provisions of this Agreement shall be in the form of an Amendment. No provision of this Agreement may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Agreement as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

**21. INTERPRETATION:**

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Oregon law. This Agreement shall be construed according to the laws of the State of Oregon without reference to its conflict of law provisions

**22. INDEMNIFICATION:**

To the extent permitted by Federal Law and the Constitutions and laws of Oregon, and subject to the limitations of the Oregon Tort Claims Act, the RPA and the City shall hold each other harmless and indemnify each other for the acts, actions or omissions to act of their respective entity's, commissioners, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement. Notwithstanding the foregoing, neither Party shall in any way be liable to hold harmless or indemnify the other Party for any costs or claims arising directly, or indirectly, out of any System related activities in which they are not participating.

**23. ASSIGNMENT:**

The rights and obligations of each Party under this Agreement may not be assigned in whole or in part. Any attempted transfer shall be null and void, of no force or effect. Attempted transfer of this Agreement shall be considered Material Breach of contract.

**24. WAIVER:**

Subject to section 18 of this Agreement, no waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

**25. REMEDIES:**

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

**26. SURVIVAL:**

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights as stated in this Agreement shall survive the termination or expiration of this Agreement.

**27. NO THIRD PARTY BENEFICIARIES:**

The Parties expressly agree that nothing contained in the Agreement shall create any legal right or inure to the benefit of any third party.

This Agreement is entered into for the benefit of the City and RPA. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

**28. SEVERABILITY:**

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement

**RegJIN INQUIRY ONLY INTERGOVERNMENTAL AGREEMENT**

**Signature Page**

**29. INTEGRATION:**

This Agreement, including its Exhibits, constitutes the entire Agreement between RPA and the City and supersedes all prior written or oral discussions, proposals, presentations, understandings or agreements between the Parties on this subject.

The Parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

The Parties agree that they may execute this Agreement, and any Amendments to this Agreement, by electronic means, including the use of electronic signatures.

**The Parties hereby cause this Agreement to be executed.**

<b>The City: City of Portland</b>	<b>RPA: Clackamas County Sheriff's Office</b>
<b>By:</b>	<b>By:</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>
<b>By:</b>	<b>By:</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

**Participant Intergovernmental Agreement**  
**Exhibit A (Inquiry Only): User Fees**  
**Fiscal Year – July 1, 2019 to June 30, 2020**

RPA agrees to pay the City of Portland the following annual User Fees for System Access and Use. RPA shall be billed yearly. Partial year amounts shall be pro-rated. The User Fees conform to the Entry RPA cost allocations contained in the Cost Sharing Formula in the Master User Board IGA in effect at the time of billing. Inquiry Only Users has a minimum of 5 (five) users for billing purposes.

**Cost Per User/Month** ..... **\$40.58**  
**Total Number of RegJIN Users from RPA** .....Click here to enter text.

**Monthly Cost for RegJIN Access and Use** ..... Click here to enter text.  
**Annual Cost for RegJIN Access and Use**.....Click here to enter text.

**This rate will be reviewed prior to the beginning of the next fiscal year for possible adjustment.**