



**Agenda Item – Resolution # 1298**  
June 28, 2016, City Council Meeting

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**To:** Prineville City Council

**FROM:** James Wilson, Public Safety IT Manager 

**DATE:** May 4, 2016

**SUBJECT:** Resolution #1298 -- An Intergovernmental agreement with Crook County for the purposes of Public Safety Records Management, Data Sharing and IT Support Services

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**SUMMARY:**

This IGA formalizes an agreement between the Prineville Police Department and the Crook County Sheriff's Office for data sharing public safety records, addresses responsibility for compliance with the FBI's Criminal Justice Information System Standards and outlines technical IT support services for a combined public safety information system.

**BACKGROUND:**

In 2015, PPD and CCSO entered into contract to upgrade its records management system. This upgrade included components to make each agency's law enforcement records available to the other agency for the purposes of information sharing, investigative tasks and streamlined services.

This IGA captures the technical details of operating a shared, combined, information system and having the City, through 9-1-1, provide IT support services to the users of a single public safety network, comprised of the PPD, 9-1-1, and the CCSO.

**FISCAL IMPACTS:**

Appropriate resources have been identified in the approved FY17 budget for the initial term of this agreement. It is anticipated that during the course of this initial term, ongoing costs will be determined and, if needed, requested by the appropriate department heads through the normal budget process.

**RESOLUTION NO. 1298**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE INFORMATION TECHNOLOGY (“IT”) SERVICES TO CROOK COUNTY**

WHEREAS, the City of Prineville (“City”) operates the local 911 Emergency Dispatch Center (the “Center”); and

WHEREAS, City through its Police Department (“PD”) and Crook County (“County”) through its Sheriff’s office (“SO”) each provide law enforcement and emergency response services to their respective constituents; and

WHEREAS, the sharing of data between the PD and the SO will make both agencies more efficient and avoid duplicated efforts; and

WHEREAS, the City, through the Center, will provide certain IT services to the PD and the SO; and

WHEREAS, the parties have negotiated an Intergovernmental Agreement regarding the IT services to be provided by the Center to the PD and SO; and

WHEREAS, City staff believe it is in the best interest of the City to approve and execute the Intergovernmental Agreement;

NOW, THEREFORE, the City of Prineville resolves that the Intergovernmental Agreement for records management, data sharing, and IT support services between the City and the County is hereby approved and that the Mayor and City Manager are authorized and instructed to sign such Agreement on behalf of the City of Prineville.

Passed by the City Council this \_\_\_\_\_ day of June, 2016.

\_\_\_\_\_  
Betty J. Roppe, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Morgan, City Recorder



# INTERGOVERNMENTAL AGREEMENT

(RECORDS MANAGEMENT, DATA SHARING, AND IT SUPPORT SERVICES)

Pursuant to the authority granted by ORS 190.010 *et seq.*, this Intergovernmental Agreement (hereinafter "IGA") is entered into by and between the City of Prineville, an Oregon municipal corporation (hereinafter "City"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County"). City or County may each be individually referred to as a Party, or collectively as the Parties.

## RECITALS

A. **WHEREAS**, City and County are each charged with responsibility for the provision of law enforcement and emergency response services to their constituents; and

B. **WHEREAS**, City is the public body that operates the local 911 Emergency Dispatch Center (hereinafter "911"); and

C. **WHEREAS**, the Parties utilize a record management software program from service provider Executive Information Services, Inc. (hereinafter "EIS"), which allows the parties law enforcement agencies to share records and documents among themselves without the need for labor intensive data entry or the duplication of effort between agencies; and

D. **WHEREAS**, in order to meet and maintain compliance with the federal Criminal Justice Information Systems' (CJIS) standards, the maintenance and network administration of computer information systems must meet certain stringent requirements; and

E. **WHEREAS**, this IGA will identify the IT services to be provided by 911 to both the Prineville Police Department (hereinafter "PPD") and the Crook County Sheriff's Office (hereinafter "CCSO").

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Adoption of Recitals. The Recitals above are incorporated into and hereby made a part of this IGA.
2. Duration. This IGA will become effective on the date signed by both Parties, and will continue in effect until June 30, 2017. Thereafter, this IGA will automatically renew for additional 1-year periods upon the same terms and conditions, unless terminated sooner according to this agreement.
3. Termination. This IGA may be terminated immediately upon the mutual agreement of the Parties, confirmed in writing. Either Party may terminate this IGA upon written notice to the other Party. Such unilateral termination shall become effective 30 days after written notice, or when the PPD and CCSO individual computer systems become operational, whichever occurs later. Any such termination of this IGA shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.



4. Scope of Work Defined. The scope of work contemplated by the Parties includes but is not limited to the following technical services:
  - 4.1 911 will assume all management and support of both PPD and CCSO computer networks. Direct charges associated with the Scope of Work shall be allocated through the 911 budget.
  - 4.2 PPD and CCSO will continue to maintain separate log-on domains. This allows for each law enforcement agency to manage its own set of users, access controls and permissions to file shares. A domain trust between the two domains will be created, if needed, to jointly share any common resources controlled by the domain boundary.
  - 4.3 911 will take over the network link that provides for video and telephone service between the State Circuit Court and the Crook County Jail.
  - 4.4
  - 4.5 911 will allow the CCSO to move its domain controllers to reside on the Records Management System (hereinafter "RMS") host as current hardware becomes depreciated.
  - 4.6 911 will take over desktop support for workstations. Existing warranties will remain in place, and claims will be routed through County IT as necessary since County is the purchasing entity. PPD workstations will remain under the City Hardware Lifecycle Replacement Plan.
  - 4.7 Individual law enforcement agency hardware purchases will be the responsibility of the respective agency. Shared resources will be budgeted through 911.
  - 4.8 Workstations will retain their current licensing and, as they are replaced/upgraded, will move onto the City's volume license agreements. These costs will be allocated back through 911. City shall be responsible for the administration of licensing and contract renewals. In the event this IGA is terminated, all end-point licenses necessary to maintain CCSO's computer network shall be transferred at no additional cost to County. Network Server Licenses shall remain with the City.
  - 4.9 911 will make internet access available to the CCSO and PPD networks, and the CCSO email system shall be transferred to 911. .
  - 4.10 Anti-virus and endpoint protection will be licensed and installed by 911 to be consistent throughout all law enforcement agencies.
  - 4.11 911 will provide CJIS audit technical responses for both PPD and CCSO.
  - 4.12 911 will assume liability for ensuring IT compliance with all CJIS policy, State, and Federal laws including but not limited to electronic Records Retention as requested by the CCSO.
  - 4.13 911 will provide data backup and backup testing for all information held on the EIS Jail Management and Records Management system, (the RMS2 cluster).
  - 4.14 911 will follow the current Criminal Justice Information System (CJIS) security guidelines. Because CCSO and PPD are subject to CJIS regulations, CCSO shall comply with CCSO's own internal policies, including but not limited to CJIS



rules, and shall otherwise be exempt from Crook County's Information Technology (IT) Policies.

- 4.15 911 will as soon as reasonably practicable make space available on the RMS2 cluster for CCSO to migrate their file storage to the 911 servers.
- 4.16 911 will maintain a high level network diagram of the CCSO and PPD networks. This document will be shared with PPD and CCSO as requested. A backup and disaster response plan will also be developed and maintained by 911.
- 4.17 Printers and MFPs (Multi-Function Printers) at CCSO will remain under their original contract. 911 will troubleshoot driver/software issues, but hardware issues will be provided to their contracted vendors for resolution. Printers and MFPs at PPD will remain on the City's master contract.
- 4.18 Telephones. The telephone systems utilized by CCSO and PPD are not a part of this IGA, and shall continue to be the responsibility of the respective agency using the system.
5. 4.19 Social Media. The CCSO internet website shall be the responsibility of County. All CCSO Social Media (e.g. Twitter, Facebook) shall be the responsibility of 911. Data Sharing. City and County consent to read-only access of data contained within their respective RMS systems to be shared with the participating law enforcement agencies for the furtherance of law enforcement efficiency. Employees utilizing the RMS system will be properly trained in its use and will understand that access and records through this system must be consistent with a "need to know" criteria, and that such access shall be permitted for official use only. It is understood that PPD and CCSO reserve the right to "seal" certain data that is considered sensitive and should not be subject to cross agency information sharing.
6. No Warranty. City and County agree that information contained within the RMS system is provided "as is" and will not replace formal procedures for validating the authenticity of law enforcement records. For example, warrant confirmations will still be carried out through established procedures, even though the presence of a valid warrant could be ascertained through the RMS system.
7. Ownership of Data. City and County will retain full ownership of the records entered into the RMS system for their respective law enforcement agency. Information generated from the computer-aided dispatch system (CAD) will remain the property of City.
8. Confidentiality. Records maintained within the RMS system will be considered confidential and accessed for official use only. Release of any information contained within the RMS system will be in accordance with Oregon Public Records Law.
9. Subpoena/Public Records Request. City and County will be responsible for releasing records in accordance with their respective public records policy. City and County will not disclose records belonging to the other Party. In the event of records containing co-mingled contact history, such as master name index (MNI) records, the releasing party will redact all information not created by employees of that Party. Information pertaining to CAD records will be managed by the City.
10. Funding. Funding for shared expenses will be incorporated into the 911 annual budget and approved through the funding mechanism included in the previously executed Intergovernmental Agreement between City and County to provide 911 services.



11. Reporting. An annual report will be presented to participating law enforcement agencies through the 911 advisory committee, and to the Crook County Court and the Prineville City Council. This report will outline the status of services provided, and allow for user feedback to increase the benefit of these services to PPD and CCSO.
12. Insurance. At all times work is performed under this IGA, each party shall be licensed and maintain commercial general liability insurance with minimum limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 *et seq.*).
13. Indemnity and Hold Harmless. Each Party shall defend, indemnify, and hold harmless the other Party, its agents, servants, officials, and employees, respectively, against all claims, demands, and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of or in connection with this IGA, to the extent such damage, injury, or death is caused by the negligence or intentional wrongful act of the Party, or its agents, servants, officials, or employees.
14. Ownership. Each Party has an undivided ownership interest in all equipment, licenses, permissions, or any other thing purchased specifically to or for their agency in furtherance of this project. In the event this IGA is terminated, all physical network infrastructure shall remain with the respective agency in possession of the equipment.
15. Amendments and Assignment. This IGA may be supplemented, amended, or revised only in writing signed by both Parties. Neither this IGA nor any of the rights granted by this IGA may be assigned or transferred by either Party without the prior written consent of the other Party.
16. Governing Law and Venue. Any dispute under this IGA shall be governed by Oregon law with venue being in Crook County, Oregon.
17. Notices. Except as specifically provided for herein, all notices shall be sent first class mail, addressed to that Party's designated representative. The representatives so designated are as follows:

For Crook County:

Crook County  
 Jeff M. Wilson, County Counsel  
 300 NE Third Street  
 Prineville, OR 97754  
 Tel: 541-416-3919

For City of Prineville:

City of Prineville  
 Carl Dutli, City Attorney  
 545 NE 7th Street  
 Prineville, OR 97754  
 Tel: 541-447-3910

18. Attorney Fees. In the event an action, lawsuit, or proceeding, including any appeal therefrom, is brought for failure to fulfill or comply with any of the terms of this IGA, each Party shall be responsible for their own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
19. Waiver. The failure by either Party to enforce any provision of this IGA shall not constitute a waiver by that Party of that provision or of any other provision of this IGA.
20. Entire Agreement. This IGA constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the Parties, if any, whether written or oral, concerning the subject matter of this IGA.

21. Counterparts. This IGA may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, each Party to this IGA has caused it to be executed on the date(s) indicated below.

CROOK COUNTY COURT

CITY OF PRINEVILLE

\_\_\_\_\_  
Mike McCabe, County Judge

\_\_\_\_\_  
Betty J. Roppe, Mayor

\_\_\_\_\_  
Ken Fahlgren, County Commissioner

\_\_\_\_\_  
Steve Forrester, City Manager

\_\_\_\_\_  
Seth Crawford, County Commissioner

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

CROOK COUNTY SHERIFF

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John Gautney, Sheriff