



Deschutes County Board of Commissioners  
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## **AGENDA REQUEST & STAFF REPORT**

For Board Work Session of August 24, 2015 at 1:30 p.m.

**DATE:** August 10, 2015

**FROM:** Steve Reinke                      9-1-1                      Phone # 541-322-6101

**TITLE OF AGENDA ITEM:**

An Intergovernmental Agreement (IGA) creating a Records Management System (RMS) Operations Board.

**PUBLIC HEARING ON THIS DATE?**

No.

**BACKGROUND AND POLICY IMPLICATIONS:**

The IGA creates a RMS Operations Board and a subordinate Technical Committee to govern the administration of the current RMS used by 9-1-1 and its five law enforcement agency customers. 9-1-1 is the Fiscal Agent for the group and the County IT Department is the Hosting Provider.

**FISCAL IMPLICATIONS:**

None for 9-1-1. The IGA funds an existing .5 FTE in the County IT Department to assist the RMS Operations Board and the Technical Committee with system administration.

**RECOMMENDATION & ACTION REQUESTED:**

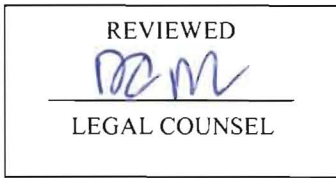
Consider authorizing the 9-1-1 Director to sign the IGA.

**ATTENDANCE:**

The 9-1-1 Director and the County IT Director will be present at the work session.

**DISTRIBUTION OF DOCUMENTS:**

There will be seven originals after all the parties execute the IGA. One for the District, one for the County, and five for the other parties to the IGA.



For Recording Purposes Only

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
DESCHUTES COUNTY AND PUBLIC SAFETY AGENCIES**

This Agreement is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, (County), and the following Public Safety Agencies (collectively referred to as the Agencies):

- Black Butte Ranch Service District, by and through its Police Department (Black Butte Ranch Police Department)
- City of Bend, by and through its Police Department (Bend Police Department)
- City of Redmond, by and through its Police Department (Redmond Police Department)
- Deschutes County, by and through its Sheriff's Office (Deschutes County Sheriff's Office)
- Sunriver Service District, by and through its Police Department (Sunriver Police Department)
- Deschutes County 9-1-1 Service District (9-1-1)

WHEREAS, 9-1-1 has entered into a contract with a third-party vendor for support and ongoing maintenance of a criminal justice based Records Management System (RMS); and

WHEREAS, the Parties to this Agreement wish to confirm existing agreements and enter into new agreements regarding the RMS; and

WHEREAS, ORS 190.003 to 190.130 allows units of local governments to enter into agreements with other units of local government for the performance of any and all functions and activities that a party to the agreement has authority to perform; and

WHEREAS, the parties to this Agreement agree that this Agreement shall be administered and construed in accordance with the laws of the State of Oregon; and

WHEREAS, this Agreement is in the best interest of the Agencies and the citizens of Deschutes County for local government and area law enforcement agencies to cooperate and coordinate with regard to management of criminal justice data; and

WHEREAS, a coordinated approach to the management of criminal justice data promotes effective law enforcement, reduces cost, increases operational efficiency and provides a singular mechanism to manage law enforcement records; and

WHEREAS, the Agencies have previously entered into agreements which address related payment obligations for software licenses, systems hardware, installation services, and ongoing system maintenance (see Deschutes County Contract No. 2010-723 and Deschutes County Document No. 2012-009); and

WHEREAS, this agreement supersedes and replaces the Intergovernmental Agreement, Deschutes County Regional Law Enforcement Records Management System (RMS), Document No. 2012-009; and

WHEREAS, it is intended by County and the Agencies that this Agreement serve as a comprehensive and binding document which replaces the previous agreements identified above, and clarifies the rules for oversight, administration and payment obligations relative to the RMS;

NOW, THEREFORE, in consideration of the mutual covenants contained herein County and the Agencies agree as follows:

## **I. PURPOSE AND GOALS**

- A. The purpose of this Agreement is to cancel all previous agreements and to memorialize a new intergovernmental agreement, consistent with ORS Chapter 190, for the purpose of managing and maintaining the RMS and to define the respective duties, obligations and responsibilities of the County and the Agencies.
- B. The goal of this intergovernmental agreement is to establish and maintain a single, coordinated, integrated law enforcement records management system that enables the Agencies to share accurate and timely public safety information, increase operational efficiency via a reduction in data entry, and to facilitate the process of accessing information. Some of the advantages of a RMS include:
  - 1. Improving law enforcement officer and citizen safety;
  - 2. Facilitating law enforcement agency coordination and information sharing both internal and external to the participating agencies;
  - 3. Improving crime analysis;
  - 4. Enhancing the ability and effectiveness of staff to perform their jobs;
  - 5. Facilitating crime prevention and reduction;
  - 6. Providing high levels of data security;
  - 7. Providing an open, flexible and reliable technology base for the future;
  - 8. Improving data quality and timeliness;
  - 9. Increasing work process efficiency;
  - 10. Providing cost effective/economies of scale for all participating agencies.

## **II. MANAGEMENT AND OVERSIGHT**

- A. General Management. The responsibility for general day-to-day management and operation of the RMS rests exclusively with County through its Information Technology

Department, (County IT).

- B. Figure 1 below illustrates the arrangement and structure for managing and overseeing the RMS.

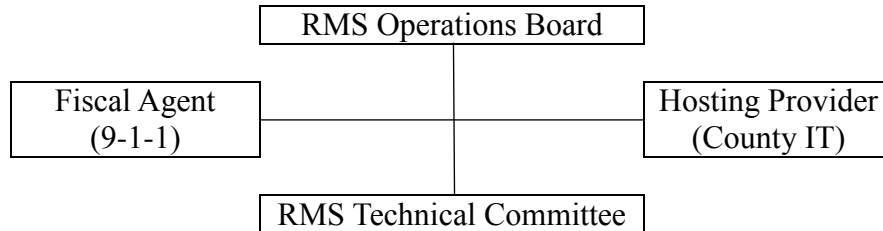


Figure 1

- C. RMS Operations Board. A managing board, known as the RMS Operations Board, is hereby established to govern the fiscal and administrative aspects of the RMS.

1. Membership and voting.
  - a) Each Agency shall appoint a representative to the RMS Operations Board.
  - b) The Bend Police Department, the Deschutes County Sheriff's Office and the Redmond Police Department shall each have one vote.
  - c) The Black Butte Ranch Police Department and the Sunriver Police Department shall each have one-half of one vote.
  - d) The Deschutes County Information Technology Department and the Deschutes County 9-1-1 Service District shall be non-voting, ex-officio members.
2. Chair. The elected Chair of the Board shall serve as a liaison between the County IT, the RMS Vendor and the Agencies.
3. Responsibilities. The RMS Operations Board is responsible for the following:
  - a) Elect, at the first regular meeting of each calendar year, a Member to serve as Chair for that year;
  - b) Make policy decisions related to the RMS and this Agreement;
  - c) Review and approve the annual budget, capital expenditures and establish Member and Subscriber assessments under this Agreement;
  - d) Recommend to County IT the acquisition and disposal of personal property, capital equipment and software (including licenses for use thereof), relating to the RMS on behalf of the Agencies;
  - e) Oversee contracts entered into by the Agencies related to the RMS;
  - f) Oversee service agreements related to the maintenance and operation of technology systems and software related to the RMS;
  - g) Appoint members to the Technical Committee (established by this Agreement);
  - h) Appoint a Chairperson for the Technical Committee;
  - i) Assure the RMS and the use of any criminal records information contained therein comply with the RMS software supplier (Vendor) contract, any amendments thereto, and all applicable Federal, state and local laws currently in effect, or as

may hereafter be amended;

- j) Establish policies, rules and regulations necessary to govern access to, security for, and operation of the RMS; and
  - k) Conduct all other official business related to the RMS and this Agreement not otherwise assigned to the Fiscal Agent by this Agreement.
4. Meetings. The RMS Operations Board will hold regular and special meetings in the following manner:
- a) Meetings of the Board will be held at times and locations to be determined by Board consensus.
  - b) The Board may schedule special meetings at any time at the request of the Chair or two or more Members.
  - c) A quorum of the Board, consisting of a majority of the Members is required for any Board action. All meetings will be conducted by the Chair (or designee) according to an agenda, which will be distributed in advance. The Board shall cause to be prepared and maintained minutes of Board meetings. The approval of a majority of Members present and voting shall be required for any action coming before or taken by the Board.
  - d) If a Board Member is unable to attend a meeting, the absent Board Member shall notify the Board Chair of his or her absence in advance of the meeting and send a designee in his or her place who has the authority to act on behalf of the Member.
  - e) In the absence of the Chair, the Committee may appoint a Chair Pro-Tem for a meeting.

D. Technical Committee. A Technical Committee serves as an advisory body to the RMS Operations Board on operational and technical issues related to the System.

1. Composition, Powers and Voting
- a) County and each Agency will appoint up to two persons to serve as its designated representatives to the Technical Committee. In addition County and each Agency may appoint one technical representative to serve in an advisory, non-voting capacity.
  - b) County and each Agency is entitled to one equal vote on all RMS matters coming before the Technical Committee, regardless of the number of appointed representatives.
  - c) The Powers of the Technical Committee are specifically limited to:
    - i. Making recommendations to the RMS Operations Board;
    - ii. Deciding Technical Committee procedural issues;
    - iii. Identifying operational issues and determining solutions to operational problems;
    - iv. Identifying technical issues and recommending solutions to technical problems.
  - d) Issues which are regional (i.e. potentially affecting all Agencies); affect system operations; require additional funding; or that would require alteration in existing agency or regional policies will be submitted to the RMS Operations Board prior to implementation.

- e) The Technical Committee is not empowered to commit or expend funds, or make personnel decisions unless otherwise directed in writing by the RMS Operations Board.
2. Chair. The appointed Chair of the Technical Committee shall assist the RMS Operations Board Chair in providing liaison support between County IT, the Vendor and the Agencies.
  3. Responsibilities. The Technical Committee is responsible for the following:
    - a) Addressing operational and technical issues related to the RMS;
    - b) Reviewing and making a recommendation to the RMS Operations Board to approve or not approve all changes to the RMS;
    - c) Researching and testing new products and making recommendations to the RMS Operations Board;
    - d) Advising and assisting the RMS Operations Board with questions or specific advice sought on operational issues related to the RMS;
    - e) Providing recommendations on the proposed budget;
    - f) Engaging in other tasks as assigned by the RMS Operations Board.
  4. Meetings. The Technical Committee will hold regular and special meetings in the following manner:
    - a) The Committee will hold regular meetings at times and locations to be determined by Committee consensus;
    - b) The Committee may schedule special meetings at any time at the request of the Chair or two or more Committee members;
    - c) A quorum is required for regular and special meetings. Attendance by a majority of the Committee members (or their designees) is required for a quorum;
    - d) Meetings will be conducted by the Chair (or designee) who will set the agenda and distribute it to members of the Committee in advance of each meeting, and minutes of all actions will be kept. In the absence of the Chair, the Committee may appoint a Chair Pro-Tem for a meeting.
    - e) Voting is required for recommendations to be made to the RMS Operations Board.

### **III. OPERATION**

#### **A. Infrastructure Hosting, Maintenance, and Support**

1. System infrastructure includes all servers required for RMS functionality as determined during RMS procurement and update processes, as well as the network that allows Agency connectivity to the Server(s). It also includes connections from the RMS servers to designated State of Oregon systems, including, but not limited to Oregon analogues servers.
2. In order to assure uninterrupted operation of the RMS, the RMS Operations Board may take necessary measures, including, but not limited to, hiring independent contractors, or contracting with an external vendor/agency to provide hosting, operation and maintenance service. Costs for such actions shall be borne by the

- Agencies.
3. The RMS Operations Board may structure Hosting Provider functions in the manner it sees fit, including, but not limited to, hiring independent contractors or utilizing employees from Member Agencies. The Board will cause the Hosting Provider to enter into a *System Service Level Agreement* to provide continuous operation, administration and maintenance services for the RMS.
  4. County IT will provide infrastructure hosting, maintenance and support with the following responsibilities:
    - a) Provide a hosting environment supporting the continuous operation of the RMS software;
    - b) Supporting the AEGIS/LEDS/NCIC link;
    - c) Troubleshooting network connectivity issues;
    - d) Participation on the Technical Committee;
    - e) Providing appropriate safeguards on the security of the data contained in the RMS;
    - f) Abiding by the *System Service Level Agreement*.
  5. The RMS Operations Board will negotiate the terms of the *System Service Level Agreement* with County IT.

B. Term. On or before June 30th of each year, the RMS Operations Board will assure that provisions are made for system administration and hosting, operating and maintaining the RMS for the following calendar year.

#### **IV. FINANCIAL ARRANGEMENT**

##### **A. Financial Management**

1. The Deschutes County 9-1-1 Service District agrees to serve as the Fiscal Agent for the Parties to this Agreement. As such, 9-1-1 will manage all funds and conduct business on behalf of the Parties relative to this Agreement.
2. All monies designated for operation of the RMS and related business including, but not limited to, any Regular or Special Assessments levied against and paid by 9-1-1 and/or the Agencies or an Agency, RMS-specific grant funds received, any public or private donations to 9-1-1 and/or an Agency designated specifically for the RMS, and any other revenue intended to support RMS will be deposited in an account maintained by 9-1-1 and designated as the RMS Account (Account).
3. The Account will be used exclusively for business under this Agreement.
4. Monies in the Account will not be co-mingled with funds from any other source.

##### **B. Budget**

1. Based on guidance from the RMS Operations Board, the Fiscal Agent will prepare a proposed annual RMS budget for review by the RMS Operations Board no later than the Board's January meeting.
2. The RMS budget adopted by the RMS Operations Board for the upcoming fiscal year will be forwarded to 9-1-1 no later than January 31<sup>st</sup>.

3. 9-1-1 will include the annual RMS budget in its Recommended Budget submitted to the Deschutes County Budget Officer for the upcoming fiscal year on or before the immediately preceding February 28<sup>th</sup> of each year.

C. Assessments

1. Regular Assessments

- a) Except for 9-1-1, each Agency will be assessed a share of the adopted fiscal-year RMS budget. This share is the regular assessment.
  - i. In exchange for its services as the Parties' Fiscal Agent, 9-1-1 will not pay an assessment, nor will 9-1-1 assess any other Party to the Agreement a fee to serve as Fiscal Agent.
- b) The regular assessment will be calculated using the following formula:
  - i. Each assessed Agency will pay a fixed amount which cumulatively represents 25% of the RMS maintenance charge and a formula-based amount which cumulatively represents the remaining 75% of the RMS maintenance charge.
  - ii. The formula used to determine each assessed Agency's share of the 75% of maintenance costs will be derived from each assessed Agency's percentage of total case numbers during the calendar year prior to the fiscal year for which assessed Agencies will be charged. For example, the calendar year 2014 data below will be used to bill the Agencies for FY 2015, and resulted in the following percentages:

Bend Police Department: 40.585 %  
Black Butte Ranch Police Department: 0.563%  
Deschutes County Sheriff's Office: 32.066 %  
Redmond Police Department: 24.990%  
Sunriver Police Department: 1.796%

- c) Regular assessments will include charges for software and hardware upgrades and replacement fees charged by County IT and/or the RMS Vendor, and may be billed in the fiscal year after the year in which charges were incurred. Regular assessments will be billed by the Fiscal Agent in December of each year and are due on or before the following January 31st.
  - i.) The Parties agree the 25% - 75% formula may be re-evaluated at the request of any assessed Agency. If an assessed Agency terminates its participation in this Agreement, future assessments that would have been allocated and assessed to that Agency will be reallocated to the remaining assessed Agencies using the same formula established in this section: 25% of the annual RMS maintenance charges will be allocated in equal shares to each remaining assessed Agency, and 75% of the annual RMS maintenance charges will be allocated based on the percentage of the case numbers during calendar year 2014, as if the terminating assessed Agency had not drawn any case numbers.



- ii.) The example below shows what the annual charges for each assessed Agency, specific to the RMS, including both the 25% portion and the portion representing 75% of the maintenance charges, would be for a \$250,000 total assessment:

<b>Annual System Maintenance Cost - EXAMPLE</b>		<b>\$ 250,000</b>		
FY 2016-17	Cost of allocated		Cost of allocated	
	25%	Allocation %	75%	Total
Bend Police Department	\$ 12,500	40.585%	\$ 76,097	\$ 88,597
Black Butte Ranch Police Department	12,500	0.563%	\$ 1,056	13,556
Deschutes County Sheriff's Office	12,500	32.066%	\$ 60,124	72,624
Redmond Police Department	12,500	24.990%	\$ 46,856	59,356
Sunriver Police Department	12,500	1.796%	\$ 3,368	15,868
				<b>\$250,000</b>

- iii.) New Agency Admission Assessment. New Assessments apply only to new Agencies. The amount of the New Agency Assessment will be determined by County IT based on upon a recommendation from the RMS Operating Board and the conditions present at the time the new Agency applies for admission to this Agreement.
- iv.) Special Assessments
- a) The RMS Operating Board may authorize and County IT may impose the following types of Special Assessments:
    - i. Emergency Assessments: To meet unanticipated, mid-year emergency needs when deferral of expenses to the next budget year is deemed by County IT to be not possible and where failing to authorize a special assessment would result in system failure or inability to meet essential service or security standards.
    - ii. Efficiency Assessments: To take advantage of circumstances that would directly lead to future savings.
    - iii. Voluntary Project Assessments: To permit one or more Agency to acquire custom services.
  - b) Emergency and Efficiency Assessments in excess of 5% of an assessed Agency's Regular Assessment (for the year in which the special assessment is to occur) must be authorized by the RMS Operations Board with three (3) or more votes out of the four (4) votes possible.
  - c) Voluntary Project Assessments may be authorized at any time by the RMS Operating Board.
    - i. Only those Agencies choosing to participate in the proposed project are subject to Voluntary Project assessments.
    - ii. The Agency(ies) participating in a Voluntary Project determine the shares each will be assessed and will submit the proposed special assessment to the RMS Operating Board for approval.
    - iii. The County IT Department Director must agree to Voluntary Projects which require deployment assistance from County IT.

- d) Special Assessments will be billed by the Fiscal Agent as directed by the RMS Operating Board. Special Assessments are due from assessed Agencies within thirty (30) days of receipt of an invoice from the Fiscal Agent.

## **V. DISPUTE RESOLUTION**

- A. Mindful of the high cost of litigation, the Parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure. This procedure is to be followed in the event that the RMS Operations Board is unable to resolve a controversy or dispute related to this Agreement. Prior to arbitration under Section V. B., the highest administrative officer of the Parties shall meet in person in an attempt to resolve the dispute.
- B. Arbitration Required and Attorney Fees. Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation, breach, or default thereof, or to the existence, scope or validity of this Agreement, shall be resolved by arbitration in accordance with the then arbitration rules of and by filing a claim with Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that arise out of or relate to this Agreement, each party shall be responsible for its own attorney fees.

## **VI. TERMINATION**

- A. Exit Mechanism. Any Party to this Agreement may withdraw from the Agreement to be effective no sooner than the end of any calendar year provided the withdrawing Party gives to all other Parties no less than three (3) months' prior written notice of its intent to withdraw.
  - 1. Withdrawal from this Agreement shall not relieve the Agency from responsibility for the Agency's financial obligations through the remainder of the current fiscal year.
  - 2. No compensation of any kind, including refunds of assessments or distributions that may be realized from the eventual liquidation of property and equipment acquired hereunder, will be returned to any Agency until final termination of this Agreement. Assets purchased by County IT or 9-1-1 in the initial contract with the third-party vendor will remain the respective property of County IT or 9-1-1.
- B. Protection of Data. The withdrawing Agency shall be provided with a true and complete copy, in the software format currently in use by the RMS, of its law enforcement data contained in the RMS as of 12:00 p.m. on the day prior to the day of withdrawal.
  - 1. The withdrawing Agency is responsible for paying in advance the entire cost of producing the copy of its data as determined by County IT.
  - 2. The Fiscal Agent shall issue an invoice to the withdrawing Agency for the cost of producing a copy of the withdrawing party's data.

3. The copy of a withdrawing Agency's data will be produced and made available to the withdrawing Agency on the day of withdrawal or within thirty (30) days of receipt of payment for producing the copy, whichever is later.

## **VII. AMENDMENT OR VARIATION TO THE AGREEMENT**

This Agreement may be amended at any time. Amendments will be in writing, and will be in force on approval by the governing bodies of the Parties to this Agreement.

## **VIII. REVIEW PROVISIONS AND/OR SUNSET CLAUSE**

A. Termination. This Agreement may be terminated by the County effective at the end of any calendar year, provided such action is taken on or before the immediately preceding June 30<sup>th</sup> and written notice provided to all parties within five working days of the County decision. Termination of this Agreement shall not relieve any Party from responsibility for the Party's financial obligations that were created or incurred prior to termination.

B. Protection of Data

1. Upon termination of this Agreement, each party shall be provided with a complete copy of its law enforcement data contained in the RMS. Such copy will be provided to each party in the software format currently in use by the third-party Vendor. Upon termination, final copies of the Parties' data will be produced.
2. Upon termination, a complete and unaltered copy of the data contained in the RMS at the time of termination shall be archived in compliance with then-applicable legal standards.

## **IX. INDEMNITY**

Each Party to this Agreement will be accountable for its own wrongful and negligent acts or omissions, and for those of its officers, agents or employees to the fullest extent required by law, and will indemnify, defend and hold the other Parties harmless from any such liability. In the case of negligence of more than one Party, any damages allowed will be levied in proportion to the percentage of negligence attributable to each Party and each Party will have the right to seek contribution from each of the other responsible Parties in proportion to the percentage of negligence attributable to each of the other Parties.

## **X. JURISDICTION AND VENUE**

- A. This Agreement has been and will be construed as having been made and delivered within the State of Oregon, and it is agreed by each Party hereto that this Agreement will be governed by the laws of the State of Oregon, both as to interpretation and performance.
- B. Any action of law, suit in equity or jurisdictional proceedings from the enforcement of this Agreement or any provisions thereof will be instituted and maintained only in any of the courts of competent jurisdiction in Deschutes County, Oregon.

**XI. SEVERABILITY**

- A. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statute of the State of Oregon, said provision which may conflict there with will be deemed modified to conform to such statutory provision.

**XII. ENTIRE AGREEMENT**

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded.

**XIII. SIGNATURES**

<p>For the Black Butte Ranch Police Service District:</p> <p>_____</p> <p>Curtiss Abbott, Chair</p> <p>Date: _____</p>	<p>For the City of Bend Police Department:</p> <p>_____</p> <p>Jim Clinton, Mayor</p> <p>Date: _____</p>
<p>For the City of Redmond Police Department:</p> <p>_____</p> <p>George Endicott, Mayor</p> <p>Date: _____</p>	<p>For the Sunriver Service District:</p> <p>_____</p> <p>Debra Baker, Chair</p> <p>Date: _____</p>
<p>For the Deschutes County 9-1-1 Service District:</p> <p>_____</p> <p>Steve Reinke, Director As authorized by the Deschutes County Commissioners serving as the District's Governing Board</p> <p>Date: _____</p>	<p>For the Deschutes County Sheriff's Office:</p> <p>_____</p> <p>L. Shane Nelson, Sheriff</p> <p>Date: _____</p>