



**CITY OF MILWAUKIE**

*"Dogwood City of the West"*

**Resolution No. 70-2014**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MILWAUKIE AND THE PORTLAND POLICE DATA SYSTEM USERS GROUP (PUG) IN SUPPORT OF OUR MEMBERSHIP AND CURRENT MIGRATION TO THE REGIONAL JUSTICE INFORMATION SYSTEM (REGJIN).

WHEREAS, the City of Milwaukie and the City of Portland have previously entered into an intergovernmental agreement to establish a User Board in support of migrating to the Regional Justice Information System (herein after "RegJIN"); and

WHEREAS, the City of Milwaukie and other RegJIN user agencies benefit by becoming a member of the PUG, enabling them to fully utilize this system on their Mobile Dispatch Computers.

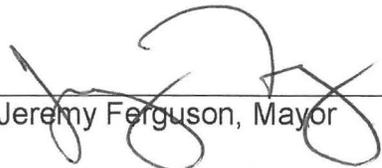
WHEREAS, the City of Milwaukie and the Portland Police Data System Users Group desire to enter this partnership allowing full access to the RegJIN system, as set forth in the proposed intergovernmental agreement attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Milwaukie that the intergovernmental agreement relating to the PORTLAND POLICE DATA SYSTEM USERS GROUP and the CITY OF MILWAUKIE, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and is hereby approved

BE IT FURTHER RESOLVED, the Mayor of the City of Milwaukie is hereby authorized to execute said intergovernmental agreement.

Introduced and adopted by the City Council on **August 5, 2014**.

This resolution is effective on **August 5, 2014**.

  
\_\_\_\_\_  
Jeremy Ferguson, Mayor

APPROVED AS TO FORM:  
Jordan Ramis PC

ATTEST:

  
\_\_\_\_\_  
Pat DuVal, City Recorder

  
\_\_\_\_\_  
City Attorney

**INTERGOVERNMENTAL AGREEMENT  
FOR  
SHARED USE OF PUBLIC COMMUNICATION NETWORK  
AND RELATED EQUIPMENT  
TO ACCESS THE PORTLAND POLICE DATA SYSTEM (PPDS)**

This is an Agreement by and among the City of Beaverton ("Beaverton"), City of Lake Oswego ("Lake Oswego"), City of Tigard ("Tigard"), City of Hillsboro ("Hillsboro") and Washington County "(County)", political subdivisions of the State of Oregon, collectively referred to herein as the "parties," under Chapter 190, Oregon Revised Statutes for shared installation, operation and maintenance of computer and telecom hardware and software to allow secure, high speed access to the Portland Police Data System ("PPDS".)

In consideration of each party's performance of its obligations under this Agreement as they run to the benefit of the other parties, the parties now agree:

**1. Scope; Shared Tasks.** The parties agree to jointly purchase and cause to be installed at Hillsboro's premises a high speed fiber optic network connection to the City of Portland (Portland), to transmit voice, video and data to and from the PPDS server now maintained by Portland on Portland's premises and the microcomputers (or other workstations) that access the PPDS. A firewall server that is currently jointly owned by Beaverton, County, Hillsboro, and Tigard for use in providing PPDS connectivity and security and it will be provided to perform the same functions under this agreement at no additional cost to the parties beyond the normal maintenance costs associated with its operation.

**2. Placement and Maintenance of Certain System Components.** Hillsboro agrees to provide and maintain a suitable location for the firewall server, all communication lines connecting to same and all software installed on the server at Hillsboro's data center in Hillsboro, Oregon at no cost to the other parties. Hillsboro shall control all physical connections to the server by the parties hereto and shall limit use of this server to the purpose of providing secure access to the Portland Police Data System for the parties as well as any additional parties added through the procedures specified in Section 8. Portland will continue to maintain the PPDS server and all connections at suitable premises to be furnished by Portland and at no cost to the other parties. Hillsboro and Portland through a separate IGA agree to maintain in reasonable working condition, the fiber optic network connection and other telecom connections between the PPDS server housed at Portland to the point where that connection terminates at the communications equipment on the firewall housed at Hillsboro, not including the firewall hardware and software installed on the firewall at Hillsboro.

**3. Organization.**

a. **Representation.** The parties shall form a PPDS User Group with one voting representative to be appointed from each party. Each party may send additional non-voting staff to attend User Group Meetings.

b. **Meetings.** The PPDS User Group shall meet at least once per year, in July, to review

the list of IP addresses and devices currently assigned and determine the pro rata share of each party. Additional business may also be conducted at this meeting including the election of the group chairperson if the term of the then current chairperson is close to expiration.

c. Chairperson. At its first meeting the User Group shall elect a chairperson. The term of this chairperson and each subsequently elected chairperson shall be one year or until a successor is elected. The Chairperson shall devise the agenda for each meeting and shall interpret and enforce the procedures manual for use of the PPDS connection.

d. Quorum Required. A majority of the existing voting members constitutes a quorum for conducting business, including the addition of parties and addition of voting members. Any action taken at a meeting requires an affirmative vote by a majority of the voting parties attending the meeting.

#### **4. Budget and Cost Share.**

a. The original parties shall share the costs of initial purchase and installation of the fiber optic network connection between the firewall housed at Hillsboro and the PPDS server(s) housed at Portland. Each party's share shall be an equal portion of the total estimated purchase and installation costs. If the estimate exceeds the amount actually paid for the initial installation of the shared system, the balance shall be retained in a common fund to be applied to future system upgrades and other purchases and to the costs of shared maintenance of the system. If the actual costs of the installation of the fiber optic network exceed the amount collected, each party shall pay an equal share of the excessive costs.

b. At the initial organizational meeting referenced in Section 3, the parties shall establish a reasonable cost necessary to maintain the shared components. Each party shall annually pay a pro rata share of those costs to maintain the shared components of the system that are not maintained by any one of the parties at its own cost. Each Party's pro rata share shall be based on the number of fixed addresses each party has connected to the system on July 1 of each fiscal year.

c. Shared costs will be billed to each of the parties annually each August based on costs associated with the maintenance and operation of the connection and equipment. Full payment shall be due within 30 days of receipt of the invoice. Any excess funds received by the PPDS User Group shall be applied to future costs associated with the maintenance and operation of the equipment and connections.

d. The voting parties shall resolve any question as to whether maintenance or repair of a system component should be shared among the parties or instead should be paid by the party making the request, based on whether an act or omission of the party making the request is the primary cause of the need for maintenance or repair. Security of this system is crucial and the maintenance provider must meet all requirements associated with access to a criminal justice information system in addition to being technically qualified.

#### **5. Financial Management Hillsboro will hold in trust for the benefit of all parties, all**

funds payable by the parties for any and all of the goods and services to be purchased from all persons, including members of the PPDS user group and external third parties, according to this Agreement and shall pay invoices from those vendors or agencies, after the User Group Chairperson has approved payment, from those same funds. Hillsboro shall follow current generally accepted accounting principles and current government accounting and financial reporting rules in managing those funds. Hillsboro shall have no independent authority to adjust the terms of contracts with such vendors or adjust the price or rates payable to those vendors for goods and services without express prior approval of the User Group with the exception of the costs associated with the fiber optic connection which are defined and regulated under separate intergovernmental agreement (IGA) between Portland's Integrated Regional Network Enterprise (IRNE) and Hillsboro.

**6. Technical Management** The PPDS User group will enter into a mutually agreed upon contract with a qualified, technically competent entity to provide firewall maintenance and account management on the firewall. This agreement must, at a minimum, provide for:

- i. Hardware maintenance and troubleshooting of firewall equipment including upgrades and patches.
- ii. Software maintenance and troubleshooting of firewall software including upgrades and patches.
- iii. Qualified technical personnel meeting all requirements associated with access to criminal justice systems.
- iv. 4 hour response time for all requests during normal, non holiday work days between 8 AM and 5 PM.
- v. A single contact number for assistance during normal, non holiday work days between 8 AM and 5 PM and a single contact number for all other times.

County shall have the first right of refusal of the parties' offer to contract for these services on the terms and price offered by the parties. If County refuses and no other party is willing to provide the management services under the terms defined by the voting members, an acceptable 3<sup>rd</sup> party can be contracted to provide these services.

**7. Security.** All parties agree to enforce the policy to be devised and approved by the voting parties for controlling access to the PPDS system by each party's employees and for controlling use of information gained from authorized access. Access to the system shall be controlled by the maintenance provider as described in section 6, via the firewall at Hillsboro, and by Portland via the firewall at the PPDS server(s) and by restricting access to fixed IP addresses for each party. No additional addresses may be assigned without approval of the voting parties, an appropriate re-allocation of ownership shares and the cost of buy-in and maintenance, and the express acknowledgment of Portland. The approved maintenance provider and Portland shall agree on any minor operational changes necessary to maintain the system in the desired state of working order and shall communicate those changes to all parties before the changes become effective. Major changes to operational procedures shall

require approval by majority vote of the voting parties. Guidelines and examples of the distinction between major and minor changes shall be defined in the Procedures Manual.

**8. Procedures.** The voting parties shall approve a Procedures Manual that will contain operational definitions and participant responsibilities in a format that may change as the parties' needs change over time. The Procedures Manual once adopted may be amended at any meeting of the User Group by a majority vote of voting parties present provided that all existing parties have at least fourteen (14) days prior written notice of the proposed amendment. The Manual shall be reviewed at least annually during a regular PPDS User Group meeting for any changes deemed necessary or desirable.

**9. Additional Parties.** Additional parties to this Agreement are limited to those entities defined as "units of local government" in ORS Chapter 190 and authorized by Oregon law to conduct sworn law enforcement activity. Additional parties may join this Agreement only by approval by majority vote of the voting parties present at a PPDS User Group meeting providing all current parties have been notified of the proposed addition at least fourteen (14) days notice in advance of the vote. At this meeting the voting parties shall set the fee to be charged to the new party. If a majority of the voting parties present, as defined above, can not agree on an appropriate fee to be charged, the new party shall pay a fee of \$400 for each device that they connect to the new system during the first year of its membership. The buy in fee shall be applied, in equal shares, to offset the annual maintenance charges of Beaverton, County, Hillsboro, Lake Oswego, and Tigard. A new party shall also pay a fee that reflects a pro-rata share of the annual maintenance cost of the system proportional to the number of fixed IP addresses (for microcomputers and printers) that the party desires to connect to the system in relation to the total number of such addresses in the system including the new addresses. Additional parties thereafter shall share in the costs of continuing maintenance (for those system components for which maintenance costs are shared) in the same proportion (number of addresses / total addresses).

Additional parties may be granted status as a voting party only by approval by majority vote of the voting parties present at a PPDS User Group meeting providing all current parties have been notified in writing of the proposed addition at least fourteen (14) days in advance of the vote. Once granted voting rights, the party is allowed to participate as defined in Section 3. Additional parties not granted a voting right shall be allowed to send representatives to user group meetings but will not be allowed to participate in any votes called during those meetings.

**10. Ownership; Termination; Dissolution.** Each party shall own a partial, undivided common interest in all hardware and software purchased and installed for common use from and after the date this Agreement is executed, and in all unexpended and unencumbered funds held by Hillsboro for the parties' joint use, in the same proportion as the party pays for maintenance and continuing costs for hardware and software upgrades and for new equipment with the exception of the original firewall hardware and software which is owned by Beaverton, County, Hillsboro, and Tigard and the original

IRNE related network hardware which is owned by Beaverton, County, Hillsboro, Lake Oswego, and Tigard. This Agreement shall be of unlimited duration so long as Portland continues to serve as an access provider as defined in the separate individual agreements, and so long as Hillsboro and at least one other local government body continue to be parties. Any party may terminate its participation in this Agreement prior to dissolution by giving not less than 60 days' advance notice of its intent to terminate. The termination will not be considered effective, regardless of notice, until the party requesting to terminate its participation has paid the full costs associated with its participation for the entire fiscal year in which it requests termination. On termination a party shall not be entitled to any refund of amounts already paid by that party for start-up, maintenance or continuing costs whether or not any portion of the amount paid remains unencumbered or unexpended. On termination a party's further financial obligations as to the User Group shall cease but the party shall forfeit any and all legal and equitable claims it may have to any goods or services purchased (or held for future such purchases) for use by the parties to this Agreement. On dissolution of this Agreement, Hillsboro shall cause the then existing hardware and software to be sold and shall distribute the proceeds of the sale (and the balance of any unexpended and unencumbered funds held by Hillsboro under this Agreement) to the parties according to each party's proportional ownership interest in same. The proceeds associated with the sale of the original firewall equipment shall be divided equally among Beaverton, County, Hillsboro, and Tigard. The proceeds associated with the sale of the networking equipment purchased under the IGA with Portland for IRNE services shall be divided equally between Beaverton, County, Hillsboro, Lake Oswego, and Tigard.

**11. Indemnification.** Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

SUBSCRIBED TO AND ENTERED INTO by the appropriate officer (s) who are duly authorized by resolution to execute this Agreement on behalf of the governing body of the below-named unit of local government.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
City of Beaverton

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
City of Hillsboro

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
City of Lake Oswego

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
City of Tigard

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
Washington County

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
City of Forest Grove

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
City of King City

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
City of Tualatin

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
City of West Linn

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM

Dated this 5<sup>th</sup> day of August, 2014

\_\_\_\_\_  
City of Milwaukie

\_\_\_\_\_  
City Attorney  
APPROVED AS TO FORM