

CLARK COUNTY STAFF REPORT

DEPARTMENT: Juvenile Court

DATE: February 6th, 2018 (Consent Hearing)

REQUESTED ACTION:

Approve Intergovernmental Agreement between the City of Portland and the Juvenile Court.

Consent Hearing County Manager

BACKGROUND

In Clark County the Juvenile Court processes all referred juvenile misdemeanor and felony police reports. Vancouver Police Department (VPD) contracts with the city of Portland, Oregon for the use of RegJIN, an electronic police reporting system. In order for the juvenile court to receive and process reports from VPD in an efficient and timely manner juvenile records staff need access to this system. This agreement is a requirement of the Regional User Board that governs all user access to the system.

COUNCIL POLICY IMPLICATIONS

Intergovernmental Agreements require council approval.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

None.

BUDGET IMPLICATIONS

YES	NO	
x		Action falls within existing budget capacity.
	x	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	x	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS


Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	
Company Name	

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Christine Simonsmeier
Juvenile Court Administrator

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: Feb. 6, 2018

SR# 32-18

APPROVED: _____
Jim Rumpeltes, County Manager

DATE: _____



BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
Total							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total						

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

This Intergovernmental Agreement (“Agreement”) is made effective on October 10, 2017 (“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 Clark County Juvenile Court (hereinafter referred to as “RPA”), a(n) political subdivision of the State of Washington, by and through their duly authorized representatives. Authority to enter into the Agreement is pursuant to Oregon Revised Statutes (“ORS”) 190.003. and RCW 39.34.030.

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:

Jodi Martin

Clark County Juvenile Court
Court & Community Programs Manager
500 W. 11th Street
Vancouver WA 98660

TEL: 360-397-2201 ext. 4528

E-MAIL: Jodi.martin@clark.wa.gov

City of Portland Contact:

Tammy Mayer

Portland Police Bureau
Records Division
1111 SW 2nd Avenue #1126
Portland, OR 97204

TEL: (503) 823 - 0101

E-MAIL: 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 is a definition 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 Participating Intergovernmental Agreement and all the Terms and Conditions, including all the documents referenced in the Order of Precedence.
- C. "Amendment" means a written document required to be signed by both Parties when 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 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (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; 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 (Fiscal Year 2016-2017)

Exhibit B – Reserved

Exhibit C – System Procedures and Use Policy*- NOT APPLICABLE TO THIS AGREEMENT.

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, IO RPA can leave a phone message or email which will be responded to during the following business day.

6. IO 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, 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 or Washington Public Records Acts, as applicable, 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 its 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. Specifically, Washington RPA shall abide by RCW 42.56 for cases involving public records contained in the City of Portland owned RegJIN System. A RPA's commitments to maintain information confidential under this Agreement are all subject to the constraints of Oregon or Washington Statutes 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. Notwithstanding the above, Washington RPA shall abide by Washington law including without limitation, RCW 42.56.
- 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 obtain 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 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 Contract, the City may obtain 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 RPA 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 LEDS or Washington ACCESS (depending on the state in which the RPA resides), the National Crime Information Center, and the FBI's Criminal Identification files.
 - 3) Obtain appropriate certifications from the Oregon State Police for any LEDS 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, WITHDRAWAL 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 by the provision of a 90-Day written notice of termination to the other Party. Termination notices must be provided in writing and sent by certified US mail, with return receipt requested.
- C. The effective date of termination shall be on the 90th Day following the receipt 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 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 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, certified mail, return receipt requested, 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:

Agency Contact Info
Jodi Martin
Program Manager
Clark County Juvenile Court
500 W. 11th Street
Vancouver WA 98660

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 the Constitutions and laws of Oregon and Washington the RPA and the City shall hold each other harmless and indemnify each other for the negligent 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:

No waiver or any breach of 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 agreed 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.

The City: City of Portland	RPA: Clark County Juvenile Court
By:	By: <i>Jim Rumpeltes</i>
Name:	Name: <i>Jim Rumpeltes</i>
Title:	Title: <i>Interim County mgr.</i>
Date:	Date: <i>Feb. 6, 2018</i>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Approved as to Form:

Emily A. Sheldrick
 Emily A. Sheldrick
 Deputy Prosecuting Attorney

Participant Intergovernmental Agreement
Exhibit A (Inquiry Only): User Fees
Fiscal Year – July 1, 2016 to June 30, 2017

RPA (Clark County Juvenile Court) is not required to pay the City of Portland annual User Fees for System Access and Use as an Inquiry Only User.

Exhibit C
System Procedures and Use Policy:
Fiscal Year – July 1, 2016 to June 30, 2017

Exhibit C is comprised of the Standard Operating Procedures (SOP) that guide the Use of the RegJIN System. The RegJIN Standard Operating Procedures will be updated from time to time and placed on the City's RegJIN Website at: <http://www.portlandonline.com/RegJINRC>

Prior to 07/01/15, Additions, subtractions, or modifications of RegJIN Standard Operating Procedures will occur in consultation with the RegJIN Implementation Team.

After 07/01/15 Additions, subtractions, or modifications of RegJIN Standard Operating Procedures will occur in consultation with the RegJIN User Board (RUB).

Exhibit D
Equipment and Security Requirements:
Fiscal Year – July 1, 2015 to June 30, 2016

Workstation Type	Application	Manufacturer	Specifications
Versadex Desktop	RMS	HP / Dell / IBM or equivalent	<ul style="list-style-type: none"> Intel or AMD 2 GHz dual core processor • Memory <ul style="list-style-type: none"> ○ 2 GB (minimum) ○ 4 GB (recommended) • 20 GB (available) HDD • NIC <ul style="list-style-type: none"> ○ 10 Mbit minimum ○ 100 Mbit recommended • 1024x768+ resolution display monitor • Microsoft Windows XP, Vista or 7
Versadex Mobile	Field Reporting	Panasonic, Motorola or equivalent	<ul style="list-style-type: none"> • Intel Centrino dual core processor • 2GB RAM • Display Resolution <ul style="list-style-type: none"> ○ 800x600 minimum ○ 1024x768 recommended • 13.3" daylight-readable LCD with (preferable) touchscreen • 20 GB (available) HDD • Microsoft Windows XP, Vista or 7

1. **Access Security** - New, desktop and mobile Equipment with access to the PPDS System must adhere to the following requirements:
 - 1.1. Both desktop and mobile Equipment shall employ virus protection software
 - 1.1.1. Use of Anti-Virus and Anti-Spyware software to scan, detect, and eliminate viruses on workstations and laptops
 - 1.1.2. Anti-Virus and Anti-Spyware software must be kept up to date with current virus definitions, run at start-up, and employ resident scanning
 - 1.2. Both desktop and mobile Equipment shall apply current operating system service packs and patches; Auto-update is recommended.
 - 1.3. All desktop and mobile Equipment shall be protected by a current firewall.
 - 1.4. All mobile Equipment shall employ encryption technology for wireless transmissions from origin to termination. Encryption shall comply with Federal Information Processing Standards (FIPS) publications and guidelines for encryption.
 - 1.5. All mobile Equipment shall employ virtual private network for those transmissions that traverse between wireless local area network and department trusted network segments and shall have a static private IP address.
 - 1.6. All Users shall employ an auto-lock on their workstation or laptop that meets CJIS requirements.

- 1.7. The secured facility and all desktop and mobile Equipment shall employ at least one Advanced User Authentication method to secure access to data. This could include, but is not limited to, Biometrics, Smart Cards, or Electronic Token devices.
2. **Personnel Security** – Prior to gaining Access to the System’s criminal history record information, a person shall:
 - 2.1. Be fingerprinted and a background investigation conducted by the User’s RPA.
 - 2.2. That investigation shall include, but not be limited to, verification of information provided by the person and to public record information, including a check of the System’s master name file, Oregon LEDS or Washington ACCESS (depending on the state in which the RPA resides) and the National Crime Information Center files, and FBI Criminal Identification files.

Participant Intergovernmental Agreement
Exhibit E (Inquiry Only): RegJIN Support Model
Fiscal Year – July 1, 2017 to June 30, 2018

Protocol for Support of RegJIN System Users

The intent of this Exhibit E is to establish a protocol for reporting and addressing RegJIN System problems, Errors or Defects. This Exhibit outlines the various types of problems/issues that may arise associated with Use of the RegJIN System and establishes the roles and responsibilities of the RPA and the City to ensure consistent, appropriate, and timely assistance in problem identification and resolution.

RegJIN related problems, Errors or Defects are identified within four categories. They include:

- 1) RegJIN User Education: This includes understanding and use of RMS Software System by the RPA.
- 2) Operation and Maintenance of RPA owned, RegJIN-specific Equipment and Software.
- 3) City of Portland owned Equipment and Software used to support RegJIN.
- 4) Software and Equipment Defects relating specifically to the City's contract with the RegJIN System Vendor (Versaterm).

Whenever possible the RPA is directed to attempt to troubleshoot and problem solve within their respective agencies and with other RPAs where applicable. In instances where the City will be contacted the Helpline phone number is **(503) 823-0085** (Monday – Friday, 0700-1700). This number is considered the first tier contact for any reporting of problems, Errors or Defects within the system. RPAs attempting to contact other persons via an alternative phone or email will be directed to the Helpline for reporting. The helpdesk can also be reached via email at regjinhelptdesk@portlandoregon.gov. Alternative contacts will not be considered an element of this protocol and response may be delayed.

Sections 1 through 4 below identify the roles and responsibilities of the RPA and the City within each identified problem category.

This Exhibit may be modified as needed to reflect the updated workflow processes of the City of Portland or the needs of the vendor. Modifications will be made in consultation with the RegJIN User Board. This Exhibit may be found on the RegJIN System's website:
<http://www.portlandonline.com/regjinrc/index.cfm?&c=51409>

Section 1 – RegJIN User Education

The RPA is responsible to make all efforts to ensure that End-Users are fully trained and well versed in the RMS System. If problems arise regarding End-User education the RPA will establish an internal protocol for trouble-shooting User-education problems. If necessary, the RPA is expected to utilize other available resources, including using local CAD operations to seek assistance from adjacent jurisdictions to resolve User-education problems.

In the event the RPA is unable to resolve User-education problems internally, the RPA shall notify the RegJIN Helpline at **(503) 823-0085** or regjinhelppdesk@portlandoregon.gov to report the issue. The issue will be documented and RegJIN Helpline staff will return calls to the reporting Party during regular business hours (Monday-Friday 0700-1700) to assist.

Section 2 – RPA-Owned Hardware or Software

The RPA is responsible to provide and maintain their own Equipment and supporting software needed for their Access and Use of the RegJIN System. When the RPA experiences an outage or problem related to its own or a third party's Equipment and software, such as support networks that link the RPA to the City, the RPA will be responsible to seek to resolve all issues associated with its own Equipment and software prior to calling the City.

The RPA is responsible to make all efforts to ensure that supporting software and Equipment meet the minimum requirements, as established by the City (Exhibit D, Equipment and Security Requirements) to operate and maintain the MRE and RMS Systems. If technical problems arise regarding RPA-owned Equipment, the RPA will utilize an internal protocol for trouble-shooting and resolving problems prior to requesting assistance from the City.

In the event the RPA is unable to resolve technical issues internally and/or requires the participation of City of Portland staff, the RPA shall notify the RegJIN Helpline at **(503) 823-0085** or regjinhelppdesk@portlandoregon.gov. Helpline staff will document and assess if the problem is the RPA, City or Contractor's. If a Contractor Software/System problem, the Help Desk will also categorize the Severity Level of the problem.

Helpline calls will be returned no later than the following business day (Monday – Friday, 0700-1700).

Section 3 - City of Portland Owned Hardware and Software, excluding System Defects for which the Contractor is responsible

The City is responsible to provide and Update all City-owned Equipment and software needed to support the RegJIN system. When the City experiences an outage related to problems with Equipment or software owned by the City, the City will resolve all issues associated with problems to the extent possible.

The City is responsible to make all efforts to ensure that supporting software and Equipment meet the minimum requirements to operate and maintain the RegJIN Systems.

In the event the RPA is unable to connect to or properly operate the RegJIN System and requires the participation of City of Portland staff, the RPA shall notify the RegJIN Helpline at **(503) 823-0085** or regjinhelppdesk@portlandoregon.gov to report the issue. If a Contractor Software/System problem, the Helpline staff will also categorize and determine the Severity Level of the problem.

Helpline calls will be returned no later than the following business day (Monday – Friday, 0700-1700). The City will take appropriate steps to resolve problems in a timely manner.

Section 4 – System Contractor (Versaterm) Defects

City Attorney 2/2016

Defects associated with the System Contractor (Versaterm) will be addressed by the City in coordination with the System Contractor per the requirements specified in the System Maintenance and Support Agreement between the City and the System Contractor (COP Contract # 30003029).

The System Maintenance and Support Agreement between the City and the System Contractor defines the types of Defects associated with the RegJIN system. The System Contractor has a specified obligation to respond to these Defects based on the Severity Level as outlined below in Figure #1.

**Figure #1
System Contractor (Versaterm) Defect Definitions**

Severity Level	Defect Definition
Critical Defect	<ul style="list-style-type: none"> • Impacts at least 25% of the User base of the Production System. • Severely affects City and/or Partner agency operations (e.g., critical business processes are disabled). Alternatively, severely impacts business operations due to the accumulated impact on multiple Users. • Includes, but is not limited to, problems that cause continuous or near-continuous interruption of service (e.g., the system “hangs” or “crashes”), the loss of use of one or more major critical features functions or modules (including interfaces), file system corruption, and or data loss. • No stable workaround available. • May require manual mode operation. • Requires the City to telephone the Versaterm support telephone number
High Defect	<ul style="list-style-type: none"> • Impacts at least 25% of the active User base of the Production System and/or Hot Standby System environment. • In Production System environment, causes a significant impact on business operations of Users Alternatively, causes a significant impact on business operations due to the accumulated impact on multiple Users. • This includes, but is not limited to Problems that cause intermittent disruption of service, the loss of use of multiple non-major critical features functions, significant performance degradation, the accumulation of enough Problems in a new version to delay Production rollout, or increased risk due to loss of redundancy, etc. • No stable workaround available. • May not require manual mode operation. • Requires the City to telephone the Versaterm support telephone number.
Medium Defect	<ul style="list-style-type: none"> • Impacts Production System and/or Hot Standby System environment • In Production System environment, causes a minor manageable impact on business operations of Users Alternatively, causes a minor limited impact on business operations due to the accumulated impact on multiple Users. • This includes, but is not limited to Problems that cause the loss of use of a single non-major feature, problems where a workaround exists but that measurably slows Users work performance, the existence of known minor problems in a new version scheduled for rollout, etc. • Stable workaround is available and has been successfully implemented. • The City may telephone or email Versaterm the Problem description

<p>Low Defect</p>	<ul style="list-style-type: none"> • Impacts Production System environment • In Production System environment, causes little or no impact on business operations of Users. Alternatively, causes little or no impact on business operations due to the accumulated impact on multiple users. • This includes, but is not limited to problems of a cosmetic nature OR those where a workaround exists that does not have a measurable impact on task performance OR the City requires information or assistance about product capabilities or installation configuration. • The City may telephone or email Versaterm the Problem description
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If a Defect is associated with the System Contractors product(s) the City is responsible to initiate System Contractor Defect notification to the System Contractor as follows:

- A. Initiate Critical Defect or High Defect resolution supports within 2 hours of notification to the System Contractor (Versaterm) by the City. Verified System Critical and High Defect Errors will be resolved as specified in the City's System's maintenance and support agreement with the System Contractor.
- B. Initiate Medium Defect and Low Defect resolution and acknowledge in writing Monday thru Fridays from 0800-1700, excluding recognized City of Portland Holidays.