

INTERGOVERNMENTAL AGREEMENT
between
OREGON DEPARTMENT OF CORRECTIONS (IGA #7105)
and
COLUMBIA COUNTY COMMUNITY JUSTICE

This Agreement (“Agreement”) is between the State of Oregon, acting by and through its Department of Corrections (“DOC”), and Columbia County Community Justice (herein referenced as “Local Government”), both individually without distinction as “Party” and collectively as the “Parties”.

1 AUTHORITY

This Agreement is entered into pursuant to the authority granted by ORS 190.110 allowing state agencies to enter into agreements with units of local government for the performance of any or all functions and activities that a Party of the agreement, its officers, and agents have the authority to perform.

2 PURPOSE

DOC agrees to authorize and grant DOC approved Local Government staff and their designated staff (“USER” or “USERS”) access onto its contracted Correctional Communication Systems (CCS) secure network for the purpose of using the ENFORCER Program for reviewing Adults In Custody (“AIC”) phone calls and related information and data regarding DOC AIC subject to compliance with the terms and conditions of this Agreement. Under this Agreement, this type of data and AIC information expressly excludes any medical information or data as protected by HIPPA or other applicable policy, rule or statute. Under this Agreement, any and all data and AIC information accessed under this Agreement ***is not authorized*** for release to the public or use in any other way without expressed written permission from DOC as obtained only thru the DOC Inspector General’s Office designated representative (paragraph 4.3 below).

The Local Agency USER shall be permitted a fixed and limited duration CCS access to DOC AIC information to help determine patterns and preferences to assist in investigations and prosecutions. AIC information may also be used to assist in locating individuals who are wanted or placed upon “abscond” status. This Agreement does not permit the USER or approved Local Government to extend CCS system access to contractors; all USERS must complete an access authorization form and be signed by the Supervisor listed on Exhibit B.

3 EFFECTIVE DATE AND DURATION

This Agreement shall begin on upon signature by all Parties (“Effective Date”) and shall remain in effect for 2 years unless either terminated by either Party in accordance with Section 8 or extended by an amendment.

4 AGREEMENT ADMINISTRATORS

4.1 DOC’s Agreement Administrator is:

Kira Hardy
CCS – PMO Business Support
Oregon Department of Corrections
3723 Fairview Industrial Drive SE – Suite #200
Salem, OR 97302
Email: ICS-CorrectionsHelp@doc.oregon.gov

Telephone: 971-707-1282

Forest Ledbetter,
Inspector General's Office – CCS Unit
Oregon Department of Corrections
3723 Fairview Industrial Drive SE – Suite #200
Salem, OR 97302
Email: ICS-CorrectionsHelp@doc.oregon.gov
Telephone: 971-707-0792

4.2 DOC's CCS Support Point of Contact is:
(for system use, training, and other system-related issues)

Kira Hardy
CCS – PMO Business Support
Oregon Department of Corrections
3723 Fairview Industrial Drive SE – Suite #200
Salem, OR 97302
Email: ICS-CorrectionsHelp@doc.oregon.gov
Telephone: 971-707-1282

4.3 DOC's IG Point of Contact is:
(for initiating access requests and other Investigational Information issues)

Forest Ledbetter,
Inspector General's Office – CCS Unit
Oregon Department of Corrections
3723 Fairview Industrial Drive SE – Suite #200
Salem, OR 97302
Email: ICS-CorrectionsHelp@doc.oregon.gov
Telephone: 971-707-0792

4.4 LOCAL GOVERNMENT's Agreement Administrator is:

Larry Evenson, Director
Columbia County Community Justice
901 Port Ave
St. Helens, OR 97051
Email: larry.evenson@columbiacountyor.gov
Telephone: 503-366-4660

4.5 The Parties Agreement Administrators (or other individual POC names) as identified above may be revised upon notification to the other Party's Agreement Administrator of such change. The notification must be in writing and indicate the effective date; however, such revisions shall not require a formal execution of an Amendment to the Agreement if no other changes to the Agreement terms and conditions are being made.

5 RESPONSIBILITIES OF EACH PARTY

5.1 Responsibilities of LOCAL GOVERNMENT

5.1.1 This Agreement does not authorize the Local Government agency to sub-delegate its DOC-CCS access to any other agency or sub-contractor representatives.

5.1.2 The Local Government shall work diligently to ensure that its USERS and all other Local Government personnel and agents comply fully with DOC's policies and administrative

rules concerning activity under this Agreement, including the “CCS User’s Access Agreement” attached as “Exhibit B” to this Agreement.

5.1.3 As a step toward implementation of this agreement, the Local Government shall submit to DOC’s Agreement Administrator a list of those agent(s) / officials of their organization as covered within the scope of this AGREEMENT to whom it wishes DOC to grant CCS access. The Local Government agrees to keep a list of USERS current at all times and shall notify the DOC Agreement Administrator (4.1 above) within 24 hours upon the occasion when a USER status change occurs that may impact risk to CCS access or AIC – CCS information use (e.g.: investigation terminations, staff duty reassignment to duties not involving a need for CCS Access, USER’s departure / suspension / termination, etc.) This action is required in order to maintain compliance to CJIS standards and proper DOC CCS security requirements.

5.1.4 Should circumstances occur and upon the Local Government’s written request, this Agreement may remain in-force for a specified duration of dormancy if so desired.

5.1.5 No Local Government official or agent shall be granted CCS Access unless and until the Local Government and their agent(s) / official (s) have complied with this Section, and DOC has granted approvals for CCS Access

5.1.6 Local Government shall take steps to situate any computer terminals and/or display stations which are used to access AIC information via CCS Access in such a way as to provide maximum safeguarding and security for this information.

5.1.7 CCS Access Request Process

5.1.7.1 Local Government officials seeking CCS Access shall submit a completed and signed DOC CCS Access Request Form, CD1679 to the DOC IG point of contact (4.3 above). This form, among other things, sets forth his/her obligation to comply with all DOC regulations and policies pertaining to DOC’s computer information system and comply with all Information Security protocol. Such regulations and policies, include but are not limited to the following Oregon Administrative Rules which are hereby incorporated into the Agreement by this reference and which may be accessed at the websites identified below, or other website as identified in writing by DOC:

Oregon Administrative Rule 291-005 Network Information System Access and Security, at:

<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=860>

Oregon Administrative Rule 291-039 Release of Public Information, at:

<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=891>

Oregon Administrative Rule 291-070 Records Management, at:

<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=921>

5.1.7.2 Generally, CCS User Access should only be requested for the duration of the authorizing action and is limited to a maximum 90-day term. CCS User Access Authorizations may be renewed prior to expiration if desired by submitting an updated User Authorization Form (UAF) to the DOC Support point of contact (4.2 above). User Access automatically terminates on the end date as established upon the UAF on file within DOC or upon either the User’s or their Supervisor’s request to DOC for early access termination.

5.1.7.3 (a) The Agreement can be renewed by a making a written request from the Local Government Agreement Administrator (4.4 above) to the DOC Agreement Administrator (4.1 above) generally 30-45 days prior to the Agreement expiration.
(b) The Local Government Agreement Administrator (4.4 above) must submit all edits / updates / changes to the Exhibit B form to the DOC IG Point of Contact (4.3 above) to add or drop an authorized User's Supervisor: this can be done at any time but the updated Exhibit B must a complete form, processed and on file with DOC before a User's Access Form (UAF) can be processed with the listed Supervisor's name.

5.1.7.4 CCS Access Revocation / Restorations

DOC reserves the right to deny or terminate USER Access or Local Government CCS Access at any time and in its sole and absolute discretion. USERS who incur a DOC CCS Access revocation shall be immediately removed from the Local Government authorized USER master list. Any re-instatement request action for a revoked USER must be made in writing to the DOC IG POC and approved by the DOC Inspector General prior to restoration of USER access. A Local Government revocation shall follow this same process.

5.2 Responsibilities of DOC

5.2.1 DOC Agreement Administrator shall exercise overall management of this Agreement on behalf of the DOC Inspector General.

5.2.2 DOC shall receive, process, and issue user profiles to USERS and allow USER CCS Access upon their approved request.

5.2.2 DOC shall provide USERS with CCS training upon request to the DOC CCS Support POC (4.2 above) as well as providing access to the CCS vendor's customer service for assistance.

5.2.3 DOC CCS Program Management Office (PMO) shall oversee and audit CCS Access of Local Government's USERS to maintain DOC and PMO contract security requirements.

6 CONSIDERATION AND PAYMENT TERMS

There shall be no monetary consideration from either Party to the other Party under this Agreement.

7 SECURITY; NO RELEASE OF INFORMATION

7.1 Local Government access to AIC information as obtained in use of CCS Access is limited to authorized USERS only. Such USERS shall access AIC information for official uses only as outlined above in the applicable sections of this Agreement.

7.2 DOC reserves the right to limit the number of USERS as well as the number of USERS online at any one time.

7.3 Generally, under this Agreement, DOC agrees to provide '*read only*' level CCS Access to the Local Government and their authorized USERS. Upon Local Government's special request, DOC will consider additional access to specific USERS.

7.4 USERS shall use CCS Access to obtain / view AIC information only, pursuant to security procedures detailed in Oregon Administrative Rule 291-005 and are subject to the same security requirements as any other DOC ICS user. Although USERS are not to directly access DOC's

computer information system, they are held to the same standards related to security of the information and the system. USERS shall not share his/her password(s) with any other person.

7.5 Local Government does agree to inform the DOC Agreement Administrator and the DOC CCS POC immediately at such time as it becomes aware of any security breach whatsoever or any other reason to revoke USERS' ICS Access approval.

7.6 Any breach of security by Local Government caused by a negligent or intentional disregard of the provisions of this Agreement shall result in the immediate shutdown of all DOC ICS Access portals and AIC information access through the CCS Access by the Local Government and their USERS.

7.7 Local Government agrees that information accessed through DOC CCS Access shall not be released by the Local Government to any third party without prior written authorization from DOC. Each such request for release of information by the Local Government shall be directed to the DOC IG POC (4.3 above). DOC shall respond in writing on a timely basis directly to the requestor and will copy the Local Government with the response.

8 TERMINATION

8.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

8.2 Either Party may terminate this Agreement upon 15 days written notice to the other.

8.3 Either Party may terminate this Agreement, in whole or in part, immediately upon written notice to the other Party, or at any such later date as the Parties may establish in such notice, upon the occurrence of any of the following events:

8.3.1 Either Party fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in the Party's reasonable administrative discretion, to pay for the Party's performance under this Agreement.

8.3.2 Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that either Party's performance under this Agreement is prohibited or the Party is prohibited from paying for such performance from the planned funding source;

8.3.3 A Party commits any material breach or default of any covenant, warranty or obligation under this Agreement, or fails to perform its duties under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its duties as to endanger the aggrieved Party's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 20 business days after delivery of the aggrieved Party's notice to the other Party of such breach, default, or failure, or within such longer period of cure as the aggrieved Party may specify in such notice.

9 AMENDMENTS

The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement signed by authorized representatives of the Parties.

10 NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to LOCAL

GOVERNMENT's or DOC's Agreement Administrator at the address, number or email address set forth in this Agreement, or to such other addresses or numbers as either party may indicate in writing to the other Party pursuant to this Section 10. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against DOC, any notice transmitted by facsimile must be confirmed by telephone notice to DOC's Agreement Administrator. Any communication or notice given by personal delivery shall be effective when actually delivered. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

11 SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 7, 10, 11, 13, 15, 18 and 20.

12 SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

13 DISCLAIMER OF WARRANTIES

DOC expressly disclaims the accuracy, timeliness, completeness, adequacy and/or suitability of DOC's information for Local Government's particular purpose.

14 COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

15 CONTRIBUTION

See Exhibit A.

16 REPORTING REQUIREMENTS

The Parties agree that DOC shall be the Reporting Party for purposes of ORS 190.115, Summaries of Agreements of State Agencies. DOC shall submit a summary of this Agreement to the Oregon Department of Administrative Services within the 30-day period immediately following the effective date of the Agreement.

17 COMPLIANCE WITH LAW

In connection with each Party's activities under this Agreement, LOCAL GOVERNMENT and DOC shall comply with all applicable federal, state and local laws and regulations.

18 NO THIRD PARTY BENEFICIARIES

DOC and the Local Government are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

19 FORCE MAJEURE

Neither Party of this Agreement shall be held responsible for delay or default caused by fire, riot, or acts of God, sovereign, public enemy or war which is or are beyond that Party's reasonable control.

20 MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits constitute the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by duly Authorized Representatives of both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. BOTH PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

21 SIGNATURES

In witness whereof, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Corrections

Eric McDowell, Contracts Officer

Date

Columbia County Community Justice

Name and Title

Date

EXHIBIT A CONTRIBUTION

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which DOC is jointly liable with the LOCAL GOVERNMENT (or would be if joined in the Third Party Claim), DOC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the LOCAL GOVERNMENT Agency in such proportion as is appropriate to reflect the relative fault of DOC on the one hand and of the LOCAL GOVERNMENT Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DOC on the one hand and of the LOCAL GOVERNMENT Agency on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DOC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if DOC had sole liability in the proceeding.

With respect to a Third Party Claim for which the LOCAL GOVERNMENT Agency is jointly liable with DOC (or would be if joined in the Third Party Claim), the LOCAL GOVERNMENT Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DOC in such proportion as is appropriate to reflect the relative fault of the LOCAL GOVERNMENT Agency on the one hand and of DOC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the LOCAL GOVERNMENT Agency on the one hand and of DOC on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The LOCAL GOVERNMENT Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

EXHIBIT B
CCS USER'S ACCESS AGREEMENT

- 1) **PURPOSE:** The purpose of this Exhibit B is to assure clarity of procedure and responsibilities related to the unit supervision and their staff who will have access to the DOC CCS data and systems. This Exhibit B must be reviewed and signed by each Local Government staff person requesting access to CCS, and their supervising authority. This form can be duplicated and updated / resubmitted following the initial signing of the Agreement in order to reflect the change of the supervisor at any time while the Agreement is in-force.

- 2) **PROCESS OVERVIEW:** To initiate or amend an authorized USER's CCS system access, the Local Government official seeking CCS Access shall submit a completed and signed DOC CCS Access Request Form, CD1679 to the DOC IG point of contact (paragraph 4.3 of the Agreement) for each staff member seeking CCS Access. Once the request is approved, DOC will coordinate with Local Government to provide CCS training and access credentials to the identified unit staff. Due to the sensitivity of the data, Local Government/USERS agree that those work stations that will be used for accessing the CCS data be appropriately configured and located so as to not permit non-authorized individuals to observe or otherwise access the CCS data and information. Usage of the CCS is subject to monitoring and should unauthorized activity be detected USER and/or Local Government CCS access may be immediately revoked / suspended without warning by DOC action. The CCS-PMO will notify the Local Government and USERS Supervisor should this occur. Any reinstatement request action for a revoked USER must be made in writing to the DOC IG POC and approved by the DOC Inspector General prior to restoration of that User's access privileges.

Generally, USER CCS Access will be initially authorized for a term of 90 days to support the authorizing action. USER CCS access may be renewed prior to expiration of the current term should that be desired / warranted by submitting a written request to the DOC CCS Support point of contact (paragraph 4.2 of the IGA). USER and Local Government CCS access will automatically terminate on the end date as established on the DOC CCS Access Request Form on file within DOC. Agreement renewal requests can be submitted 30-45 days prior to the Agreement expiration date to the DOC IG POC (paragraph 4.3).

- 3) **Supervisor Responsibilities:** By signing this form USER's direct supervisor agrees to properly safeguard CCS data and access to this information as described in Section 2) and this Section 3), including agreeing to:
 - a) Monitor and remain aware of staff CCS access and usage.
 - b) Ensure access to CCS outside of the secure site is not permitted unless specific written authorization from DOC IG and DOC CCS-PMO has been obtained.

If at any time a USER no longer requires access to the CCS, supervisor agrees to notify DOC CCS-PMO *within* 24 hours of knowledge so that system safeguards may be enabled. This can occur for many legitimate reasons, including but not limited to: (a) extended leave periods {greater than three weeks} – (b) permanent or temporary case re-assignment – (c) departure of the staff employee. Supervisor also agrees to maintain and provide DOC a current Master List of all Local Government's authorized USERS, and whenever the User Master List is updated, to provide an updated copy directly to the DOC CCS Support point of contact (paragraph 4.2 of the Agreement).

4) USER RESPONSIBILITIES: By signing this form USER(S) agree to properly safeguard CCS data and access to this information as described in the Agreement Section 7.7, Exhibit B Section 2) and Exhibit B Section 4). Due to the sensitivity of the information contained within the DOC CCS and the means and methods used to capture this data, sharing information sourced from the DOC CCS with unauthorized persons or members of the public is prohibited and may cause termination of access and formal disciplinary or legal action. Furthermore, the sharing of information gained from the DOC CCS with lawyers (defense and/or prosecution) REQUIRES DOC IG written permission in advance and for each occurrence. USER shall not provide any information obtained from the CCS to a third party, including information related to Public Information Requests. USER agrees that Public Information Requests shall be routed back to DOC for evaluation and response.

Failure to comply with Exhibit B Section 3 and Exhibit B Section 4 could be considered a material breach or default of this Agreement and the Agreement may be terminated per Section 8.3.3 of the Agreement.

(SIGNATURES ON FOLLOWING PAGE)

5) SIGNATURES - Local Agency User(s) and assigned Supervisor(s) [Circle as appropriate]

Supervisor / User

Name (*Print / Sign*), Title _____ Date _____

Supervisor / User

Name (*Print / Sign*), Title _____ Date _____

Supervisor / User

Name (*Print / Sign*), Title _____ Date _____

Supervisor / User

Name (*Print / Sign*), Title _____ Date _____

Supervisor / User

Name (*Print / Sign*), Title _____ Date _____

Supervisor / User

Name (*Print / Sign*), Title _____ Date _____

Supervisor / User

Name (*Print / Sign*), Title _____ Date _____

SIGNATURES - DOC Agency POC (endorsement indicates Exhibit B acceptance as in-force document and date of effectiveness. Can be by 4.1- 3 persons.)

Name (*Print / Sign*), DOC Agency POC _____ Date _____