

# INTERGOVERNMENTAL AGREEMENT

## (CONTRACT FORM A-2, 2020 EDITION)

Contract Title: Dispatch Services for City of Coburg Police Department

This Agreement is entered into by and between Lane County, a political subdivision of the State of Oregon ("County"), on behalf of the Sheriff's Office, and City of Coburg, a municipal corporation ("City"), on behalf of the Coburg Police Department, referred to collectively in this Agreement as the parties.

County and City agree as follows:

### 1. RECITALS

- 1.1 ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.
- 1.2 City desires to continue the partnership with County for dispatch services for the Coburg Police Department.
- 1.3 County is willing to provide dispatch services to City.
- 1.4 Parties to this Agreement must perform the Work in a manner consistent with the offers and statements in Exhibit A and Exhibit B.

### 2. SCOPE OF AGREEMENT.

#### 2.1 County will:

- 2.1.1 provide and fulfill dispatch services to City as described in Exhibit A.

#### 2.2 City will:

- 2.2.1 perform and function as described in Exhibit A.
- 2.2.2 perform and function as described in Exhibit B.
- 2.2.3 agree to the terms described in Attachments 1 and 2.

### 3. DOCUMENTS FORMING THE AGREEMENT

- 3.1 **The Agreement.** The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement.
- 3.2 **Exhibits.** With this document, the following exhibits are incorporated into the Agreement:
  - **Exhibit A** Scope of Work
  - **Exhibit B** Access Requirements
  - **Attachment 1** Third Party Remote Access Agreement Requirements
  - **Attachment 2** Lane County APM, *Use of County Computer and Communication Resources*

### 4. CONSIDERATION AND PAYMENT

- 4.1 In consideration for City's performance under this Agreement, **County will:**
  - 4.1.1 invoice City each quarter during the months of September, December, March and June. Payment will be due within thirty (30) days of billing date.
  - 4.1.2 increase annual payments by three percent (3%) each new year, as of July 1st.
- 4.2 In consideration for County's performance under this Agreement, **City will:**
  - 4.2.1 agree to pay an amount of Sixty-Four Thousand Eight Hundred Ninety Dollars (\$64,890.00) for Dispatch Services from July 1, 2021- June 30, 2022.
  - 4.2.2 agree to pay an amount of Sixty-Six Thousand Eight Hundred Thirty-Six Dollars and Seventy Cents (\$66,836.70) for Dispatch Services from July 1, 2022- June 30, 2023.
  - 4.2.3 pay County quarterly as described in 4, 4.1 (4.1.1.)

**5. EFFECTIVE DATE AND DURATION**

**5.1 Effective Date.** This agreement is effective upon the signature of all parties or by the following date: July 1, 2021.

**5.2 Duration.** Unless extended or terminated earlier in accordance with its terms, this Agreement will continue for a two-year term, and will terminate June 30, 2023. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

**6. AUTHORIZED REPRESENTATIVES.** Each of the parties designates the following individuals as their authorized representatives for administration of this Agreement. Either party may designate a new authorized representative by written notice to the other.

**6.1 County's Authorized Representative.**

Jonna Hill, Support Services Manager  
125 E 8<sup>th</sup> Avenue  
Eugene, OR 97401  
Phone: 541-682-6689  
Email: [jonna.hill@lanecountyor.gov](mailto:jonna.hill@lanecountyor.gov)

**6.2 City's Authorized Representative.**

Anne Heath, City Administrator  
91136 N Willamette Street  
Coburg, OR 97408  
Phone: 541-682-7871

Any notice, demand, consent, approval, or other communication to be given under this Agreement must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Agreement on behalf of that party below.

**7. SPECIAL CONDITIONS**

**7.1 Compliance with Coronavirus Guidelines, Laws, Rules, and Orders.** The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and believed to spread mainly from person-to-person contact. Each of the parties is and must remain familiar with the Centers for Disease Control Prevention guidelines and with federal, state, and local laws, rules, and orders regarding COVID-19 throughout the term of this Agreement. Each of the parties acknowledges that it understands the circumstances regarding COVID-19, and in carrying out its obligations under this Agreement, each will take all necessary precautions, including those set out in the guidelines, laws, rules and orders described in this paragraph. The parties agree that they have anticipated the costs of compliance with the present guidelines, rules, laws, and orders in establishing their obligations under this Agreement, and that no claim will be made by either party for such compliance. However, in the event that after the effective date of this Agreement the referenced COVID-19 guidelines, laws, rules, and orders are changed in such a way as to adversely affect the parties' carrying out of their obligations under this Agreement, either party so affected must give notice to the other party of any potential need to modify the Agreement to accommodate or respond to such changes in the guidelines, laws, rules, and orders.

**8. INDEMNIFICATION.** To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all

claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.

- 9. PUBLIC BODY STATUS.** In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

**10. MODIFICATION AND TERMINATION.**

- 10.1 Modification.** No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties.
- 10.2 Termination.** The parties may jointly agree to terminate this Agreement at any time by written agreement.
- 10.3 Non-Appropriation.** Each of the parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.

**11. MISCELLANEOUS PROVISIONS**

- 11.1 Disputes.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.
- 11.2 Waiver.** Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
- 11.3 Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 11.4 Governing Law, Forum, and Venue.** All matters in dispute between the parties to this Agreement arising from or relating to the Agreement, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Agreement will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.
- 11.5 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Agreement.
- 11.6 No Third-Party Beneficiaries.** County and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.

- 11.7 Headings.** The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.
- 11.8 Force Majeure.** Neither party will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
- 11.9 Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
- 11.10 Merger.** This Agreement contains the entire agreement of County and City with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings.
- 11.11 Compliance with Law, ADA.** County and City agree to comply with all federal, state and local laws applicable to the parties or the subject matter of this Agreement. During the performance of this Agreement, the parties will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq., and Section 504 of the Rehabilitation Act of 1973.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**CITY:**

CITY OF COBURG

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

**COUNTY:**

LANE COUNTY

By: \_\_\_\_\_

Steve M. Mokrohisky

Title: County Administrator

Date: \_\_\_\_\_

Lane County, Public Service Building

125 E. 8th Avenue

Eugene, Oregon 97401

By: \_\_\_\_\_

Clifton G. Harrold

Title: Sheriff

Date: \_\_\_\_\_

## Exhibit A -- Scope of Work

The City of Coburg ("City"), on behalf of the Coburg Police Department, desire to continue the partnership with Lane County (County), on behalf of the Lane County Sheriff's Office, to provide dispatching and related services. The work to be applied is listed below.

1. City will remain on the LRIG trunked radio system. Should this change, renegotiations to the contract would need to be addressed.
2. County will dispatch for City, which includes approximately twelve (12) personnel consisting of one Police Chief, three officers and eight reserve officers. Average time consists of ten (10) to sixteen (16) staggered hours of police coverage per day. Case number volume has been estimated at 220-240 annually, and active court warrants at 140 to 160 at any given time.
3. County will provide Contract Dispatching Services to City at a cost described in Section 4(4.2) of the contract, at a rate increase of three percent (3%), beginning each new year on July 1st.
4. As described in Section 5(5.2) the contract will run for a two-year term.
5. County will handle all dispatching of City officers, including entering their calls for service into County's Computer-Aided-Dispatch ("CAD") system, tracking the status of all in-service City personnel via CAD, and taking all 911 calls within the Coburg city limits via transfer from Central Lane Communications.
6. A separate phone line will continue to be maintained solely for the transfer of the City business line to County Dispatch to facilitate after-hours, weekends, and holiday calls. Dispatch coverage will be up to eighty (80) hours per week of weekday business line answering at no additional charge; however, hours beyond 80 will result in City charged at an established rate for additional call-answering services.
7. Per City's ORI, County Dispatch/Police Records will be responsible for after-hours, weekends and holiday calls pertaining to data entry of missing persons/runaways, stolen vehicles, stolen license plates and stolen firearms. County Jail Records will enter warrants, handle the confirmations, clearances, and recalls, among other warrant-related duties, and physically hold the warrants in Jail Records at Lane County Adult Corrections.
8. City will fax all copies of missing person/runaways, stolen vehicles and stolen license plate reports to County Police Records to allow for expedient confirmation after-hours, weekends, and holidays. City will make immediate notification to County when these reports are cleared. For all other Law Enforcement Data System ("LEDS") or National Crime Information Center ("NCIC") entries requiring after-hours confirmation, County will route a City officer to their office to retrieve the report and fax it to County Dispatch. If there are no City units on duty, City will provide a call-out matrix to respond to their office in order to provide County with any necessary confirmation documentation.

9. On behalf of City, County will provide phone and radio recordings to the DA's Office per their request or at the request of City. County will also provide copies of recordings to City for investigative, personnel purposes and public records requests.
10. City will provide County Dispatch with a clearly articulated call-out plan for times when there are no Coburg officers on duty. City will provide a clearly articulated response protocol as well for routine calls for services, or calls which fall under Coburg City Ordinances.
11. City will staff their office and handle business phone lines from 0800-1700 (8:00am—5:00pm) weekdays, excluding holidays. During this time period, phone calls requiring dispatch assistance will continue to ring through to County on the established City non-emergency line.
12. City Staff will not dispatch officers to calls by phone or verbal relay without the knowledge of County Dispatch.
13. County Dispatch must be notified when City office staff secures or resumes their daily business. Staff must advise County Dispatch of phone transfers both to the established County line, or back to the City lines during regular business hours.
14. Monthly LEDS validations on warrants through Coburg Municipal Court will be the responsibility of City. County will handle the validation for Circuit Court warrants.
15. City will handle all public records requests involving City. County will provide City with any needed recordings or CAD documentation requested; however, City is responsible for said requests, for meeting the statutory response timelines, and for other related details to these recordings or documentations requests.
16. All City personnel must be appropriately LEDS and Criminal Justice Information System ("CJIS") trained and certified. Should the clearance or certification status of any City staff member be suspended or terminated for any reason, City will immediately notify County.
17. City will be allowed access to County CAD system. City will be responsible for making sure the computer accessing the CAD system is in a CJIS secure environment and that all personnel accessing that computer have the appropriate CJIS clearances and training, and that the computer hosting the CAD system is in no way visible or accessible to the public. County reserves the right to do a site inspection to verify these circumstances for CJIS compliance and/or auditing purposes.
18. County will furnish at no cost to City the services of their Communications Network Coordinator ("CNC") for up to eight (8) hours per month or an aggregate of ninety-six (96) hours per calendar year.
  - CNC will program or re-program vehicle and portable radio equipment and do minor repairs as needed, or coordinate where to obtain repairs.
  - CNC will consult on radio and radio network purchasing.

- At City's request, CNC will give an analysis of beneficial new and/or improved radio technology.
- This agreement does not include servicing any non-LRIG repeaters on behalf of City. That service would be negotiable based on County's contract rates. This provision of service is restricted solely to City and does not include any services involving Coburg Fire vehicles, base radio resources or repeaters.

**19.** City will adhere to County computer access requirements, as described in Attachments 1 and 2.

## Exhibit B – Access Requirements

The City of Coburg (“City”), on behalf of the Coburg Police Department, continue the partnership with Lane County (“County”), on behalf of the Lane County Sheriff’s Office, to provide dispatching and related services by remotely utilizing County computer system and access. City will follow County policies, practices and securities regarding this access.

### **--COMPUTER CONNECTS**

### **--REMOTE ACCESS**

### **--SECURITY REQUIREMENTS**

1. It is the policy of County that all third parties such as City who are given access to County’s computer network, which includes access to County’s Remote Computer-Aided Dispatch (“CAD”) via the Lane County network, must agree to follow Lane County’s Administrative Procedures Manual (“APM”) Computer Use Policy (APM, Chapter 1/Section 22). Any third party must also be able to demonstrate compliance with the related Lane County policies. This includes staying current on all patches on equipment being used for remote access to County’s CAD. Additionally, City will be subject to user access auditing or other auditing as could be required for a County Criminal Justice Information System (“CJIS”) or other regulatory audit.
2. No personally-owned equipment will be used to access County’s Remote Access CAD. All equipment used for that purpose must be the property of City.
3. City staff accessing County Remote Access CAD will be required to sign Lane County Technology Services’ Third Party Requirements/User Acknowledgment form. Coburg PD staff using remote access will also acknowledge receipt of Lane County Administrative Procedures Manual/Chapter 1, Section 22 – Use of County Computer and Communication Resources. This document is being provided solely as it applies to City’s remote access to County’s network for purposes of accessing County Remote Access CAD. In no way does it apply to any other aspect of City’s business.
4. City will be responsible for all upkeep, maintenance and troubleshooting that is required due solely to city-owned equipment or internet connection issues.

Attachment 1

**Third Party Remote Access Agreement Requirements for LCSO Remote Access CAD:**

1. Secure remote access must be strictly controlled. Control will be enforced via password authentication.
2. At no time should any Coburg Police Department user share his/her login with anyone.
3. Non-standard hardware configurations on devices accessing the Lane County network via LCSO Remote Access CAD must be declared and approved by Lane County.
4. All hosts that are connected to Lane County internal networks via remote access technologies must use the most up-to-date anti-virus software and be on current operating versions.

I understand that this access and the work being conducted may be audited by Lane County or by a regulatory agency.

I agree to abide by the terms of this remote access user agreement and acknowledge receipt of the Lane County APM, Chapter 1, Section 22, *Use of County Computers and Communication Resources*.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# ADMINISTRATIVE PROCEDURES MANUAL



Chapter 1  
Section 22  
Issue 6 Date 12/18/2016

## SUBJECT: USE OF COUNTY COMPUTER AND COMMUNICATION RESOURCES

### I. Purpose

The purpose of this procedure is to ensure that access to County Computer and Communication Resources within Lane County is used appropriately and the use is consistent with Oregon Public Records and Government Standards and Practices law, Federal, State and Local Regulatory Compliance Requirements and to establish rules governing such use of County Computer and Communication Resources. The primary objectives are to meet the County's performance goals; to maintain the organization's credibility with our clients, the public, and to protect the integrity of the County's Computer and Communication Resources. Lane County reserves the right to review any data, files, or communications created, sent, accessed, stored, or received on its Computer and Communication Resources.

### II. Scope

This procedure is applicable to all County departments and is administered in accordance with the authority delegated to the County Administrator in Lane Code 2.110(4) (f) and Lane Manual 4.220. Where any section, subsection, sentence, clause or phrase of this procedure is found to conflict with both properly negotiated and ratified collective bargaining unit contracts or with any state or federal law or administrative rule, the terms of such contracts, laws, or rules prevail. Exceptions will take effect upon written approval of the County Administrator. Individual Department Directors may establish more strict procedures for their respective departments.

### III. Amendment

This procedure may be amended by the County Administrator.

### IV. Definitions

The following definitions apply throughout this procedure whether or not the terms are capitalized.

County Computer and Communication Resources ("Communication Resources"): All forms of information technology that are acquired, purchased, leased, or licensed by

Lane County; accessed on or from Lane County's premises; accessed using County computer or communication equipment, or County-paid access methods; or used in a manner that identifies the individual with Lane County. This includes, but is not limited to, e-mail, Internet, Intranet, County computer hardware and software, County wired and wireless Personal mobile devices such as, tablets computers, cellular telephones, and other wireless voice or data devices. This definition does not include personal use of a personal computer communication device when connected to the public wireless network or when used as a stand-alone device.

County Equipment: All computers, laptops, desk phones, cellular phones, tablets, iPads, radios, etc. owned by Lane County and is used by employees in the course of County work.

Data: Information in a form suitable for processing by a computer, such as the digital representation of text, numbers, graphic images, or sounds.

Download: To copy data (usually an entire file) from one location to another. The term is often used to describe the process of copying a file from the Internet to one's own computer.

E-Mail: The transmission of text messages, memos, and reports from one email address to another.

Internet: The Internet is a global system of interconnected computer networks that use the standard Internet Protocol. It is a network of networks that consists of millions of private, public, academic, business, and government networks, of local to global scope.

Intranet: An intranet is a computer network that use Internet Protocol technology to share information, operational systems, or computing services within an organization. The term is used in contrast to *internet*, a network between organizations, and instead refers to a network within an organization.

Jailbreaking: To gain access to the operating system of (a smartphone, tablet, etc., especially an Apple device), usually in order to run modified or unauthorized software.

User Account: A network access account established for general access purposes, such as file permissions, timecards and email.

Wired Telephones: Lane County's telephone system, currently a land-line based system.

Wireless Telephones: Cellular telephones.

Wi-Fi Enabled Devices: Wi-Fi is a popular technology that allows an electronic device to exchange data wirelessly (using radio waves) over a computer network, including high-speed Internet connections.

- V. Ownership and Public Records. Communication Resources are provided and may be used only in the furtherance and conduct of County business.

A. Public Records

1. Except as provided by the Oregon Public Records Law exemptions, and unless otherwise specified, all software programs, documents, and data generated by or residing on the Communication Resources or generated by County employees or others at the direction of the County, and all Communication Resources are County property and public records.
2. Employees should not expect personal privacy with respect to any of their activities using Communication Resources. Under Oregon's Public Records law, there is no absolute right to privacy for any public record, which includes e-mail and other data; in fact, all County records are public records subject to limited confidentiality and disclosure exceptions.
3. Subject to certain state or federal confidentiality laws, the County reserves the right to access and disclose without prior notice any data stored on Communication Resources, including but not limited to removable flash or external storage devices, or created storage media.
4. Within limited exceptions under certain state or federal confidentiality laws, any data or telephone records may be accessed and reviewed at any time without prior notice by the Department Director, the County Administrator, the Information Services Director, County Counsel, or County Human Resources Manager. Data or records may also be accessed and reviewed by Information Services or other assigned support staff in their role of providing support services.
5. Retention of data. Since County data is public record, it is subject to the same retention requirements as hard copy documents. Data must be retained even if it is confidential, privileged, or otherwise exempt from disclosure under the Public Records Law unless state or federal law specifies otherwise. [http://arcweb.sos.state.or.us/pages/rules/oars\\_100/oar\\_166/166\\_300.html](http://arcweb.sos.state.or.us/pages/rules/oars_100/oar_166/166_300.html)[http://arcweb.sos.state.or.us/pages/rules/oars\\_100/oar\\_166/166\\_300.html](http://arcweb.sos.state.or.us/pages/rules/oars_100/oar_166/166_300.html). The retention and disposition of public records is authorized by retention schedules issued by the Secretary of State Archives Division. [http://arcweb.sos.state.or.us/pages/rules/oars\\_100/oar\\_166/166\\_300.html](http://arcweb.sos.state.or.us/pages/rules/oars_100/oar_166/166_300.html) Records may be retained either in hard copy or electronic format. If a hard copy of the electronic data is printed, then the electronic version may be deleted. One version must be kept according to the applicable retention schedule. Questions about retention of electronic data (or other public records) should be directed first to the Department Director, then, if necessary to County Counsel.

B. Exceptions to records requests

1. The County may exercise any applicable privileges and objections to a public records or discovery request made for any County data contained in the Communication Resources or otherwise created or utilized in the furtherance of County business.
2. An employee who wants the County to assert a privilege or objection under the Public Records law with respect to County data must notify the Department Director who will consult with County Counsel about the request.

VI. Guidelines. The following guidelines are designed to assist employees in their use of Communication Resources.

- A. Communication Resources should be used as a tool for County business purposes. They are not to be used for personal pursuits while at work, unless permitted under Section VII.
- B. Users should not expect privacy; they should observe courtesy and good security practices. There are a variety of ways data can be disclosed to people other than the intended recipient, including as a result of unauthorized access. The intended recipient of data or voice communication can forward information to a third party without the creator's knowledge; data communications sometimes are misdirected or disclosed to third parties due to human or system error. Data can be disclosed in the course of maintaining the Communication Resources.
- C. E-mail may only be used in the conduct of county business except as allowed for personal use as defined in section VII. C. below. If an employee receives an inappropriate e-mail, he or she should take appropriate steps to inform the sender to not send such e-mail, delete the message (subject to Oregon Public Record Act limitations) and not forward it. The employee can contact the Information Services Department if assistance is needed.
- D. Employees should represent Lane County's best interests, with a prudent exercise of judgment in the use of Communication Resources. This includes avoiding visiting improper Internet sites or taking part in non-business related discussion sites, such as chat rooms, blogs, newsgroups, and instant messaging. When logged in from a site that is identifiable with Lane County, employees should avoid any communications or activities that could be construed as improper or that otherwise could harm Lane County's reputation.
- E. Employees should respect the rights of others. Employees must comply with all copyright laws when copying or distributing any copyrighted material. It is

always wise to treat all material as copyright protected, unless the author has given his or her permission for the material to be redistributed.

VII. Acceptable Use:

A. County Business. Communications Resources are provided for and may be used only in the furtherance and conduct of County business except as specified in section VII. C. below. Acceptable uses of Communications Resources include communication, data creation, and Internet activity that are in support of County-budgeted programs and activities. Examples of acceptable use in support of County activities include:

1. Communication for County purposes with private sector, federal, state, or local government agencies, their committees, boards or commissions.
2. The use of Internet search engines to research work-related topics.
3. Any other administrative communications or activities that are in support of normal and accepted County programs.
4. Communication for current position-related professional development, or other professional development approved by the Department Director, to increase knowledge of issues in a field or subfield of knowledge.

B. Wireless Devices. The use of County-provided Wireless Telephones and Wi-Fi Enabled Devices is limited to work-related duties. Employees may not use any such device for personal use, except when a personal call is related to official duties such as a meeting, which runs later than expected or a last minute change of schedule. Incoming calls regarding family emergencies are also permitted. The Oregon Government Standards and Practices Commission Advisory Opinion No. 98A-1003 prohibits all other personal usage of County-provided cellular telephones; the same logic applies to Wi-Fi Enabled Devices that utilize network communications. Only County owned devices or those with a County Stipend will have access to County systems and these devices will have Mobile Device Management (MDM) installed on them by Lane County Information Services.

1. The County may require that certain employees carry a Wireless Telephone or Wi-Fi Enabled Device for job related purposes. If so required, the County may assign a County-owned device and calling plan for the employee's work-related use.
2. Alternatively, at the sole discretion of the Department Director and upon request of the employee, a monthly stipend as established by the County in LM 4.220 may be paid to the employee in lieu of being assigned the Wireless Telephone.

- a. An employee requesting the stipend must sign an authorization form (Appendix A) and submit the form to the Department Director for approval. Department Directors have full discretion to approve or deny such a request, but any approval must be consistent with budgeted resources.
- b. After the Department Director has approved the request, the form must be submitted to Financial Services.
- c. **Personally-owned cell phones and Wi-Fi Enabled Devices used with a data stipend are subject to the following conditions:** [LC1][LC2]
  - i. The Wireless Telephone or Wi-Fi Enabled Device must be password protected with a minimum password length of 4 characters. This password must not be disabled so as to prevent unauthorized entry to the County email system.
  - ii. The password must be changed at least every 90 days.
  - iii. The device must require entry of this password after 10 minutes of inactivity.
  - iv. It is mandatory the device should contain anti-virus software and you enable the firewall and encryption on these devices.
  - v. County data placed on or created in the performance of duties for Lane County retained on these devices is discoverable in legal proceedings and are subject to public records requests. This may require that you surrender your device long enough for others to obtain the information requested.[LC3].
  - vi. Employees shall not use these devices to house sensitive or confidential information. If an exception is granted to this rule due to business need for storage or transmission of this type of information, you must use appropriate encryption technologies[LC4].
  - vii. If your device is lost or stolen, report the incident to the IS Department within 24 hours; IS can perform a *remote wipe* of all County data contained on the device if it still active and communicating on the network.
  - viii. The Wireless Telephone or Wi-Fi Enabled Device will not be allowed to have direct network access to the County Intranet network. Access to County Intranet will be through approved remote network access methods.

- ix. The wireless device shall not be 'rooted' or 'jailbroken' at any time. This will result in immediate revocation of stipend privileges and the employee will be required to utilize a County owned device<sup>LC5</sup><sup>LC6</sup>.

C. Personal Use of<sup>LC7</sup> County Equipment. Personal use of Communication Resources that otherwise complies with this APM and that does not interfere with County business is permitted subject to the conditions stated below. The Information Services Director, Department Director or the employee's supervisor may cancel this personal use privilege.

1. For the limited purpose of compliance with the state ethics rules (Government Standards and Practices Law and administrative rules); this personal use is considered part of an employee's compensation package.
2. Personal use may not involve any prohibited activity under Section VIII described below.
3. Personal use of the Internet on non-paid time (lunch break during regular work shift) is limited to a maximum of one (1) hour per week.

Personal use of the County email program (i.e., Outlook) during County-paid work time is permitted up to one (1) hour per week.

Personal use of other Communication Resources is not time limited, but must comply with all other aspects of this APM.

4. Examples of acceptable personal use:
  - a. Communication with family.
  - b. Review of County sponsored benefit account information, such as life insurance, retirement accounts, flexible spending (Section 125 program), and health insurance.
  - c. Use of Communication Resources, including County fax systems for submitting benefit forms or information.
  - d. Access of educational resources for career development.
  - e. Communications in support of community volunteer activities, such as school boards, and other non-profit organizations.
  - f. Tracking personal appointments and contacts is permitted during paid time and is not subject to the hour limitation or lunch hour restriction.

However, employees should be aware that contacts and appointments could be subject to disclosure under a public records request.

5. Department Directors may authorize individual exceptions to the timing of the personal use privilege under Section VII, C-3 above.

#### VIII. Unacceptable Use

- A. Prohibited Activities on County Equipment<sup>LC8J</sup>. Employees are strictly prohibited from using Communication Resources in connection with any activities listed below. While personal use is permitted by Subsection VII (C), it does not include or permit any of the prohibited activities listed below:

Note: the list below is illustrative of prohibited activities; however, if a prohibition exists in any applicable law, administrative rule, other administrative procedure or directive established within the employee's department, it is likewise applicable.

1. Using Communication Resources to conduct personal business for private financial gain or avoidance of private financial loss at any time.
2. Except for the purchase or sale of goods or services for County use when authorized by the Department Director, using Communication Resources to engage in any commerce, including the purchase or sale of any goods or services.
3. Accessing personal Internet accounts, financial, trading, and personal travel accounts to perform a financial transaction.

NOTE: the prohibited uses described in Sections VIII (A) (1), (2) and (3) likely constitute a violation of the Oregon Code of Ethics and may result in civil liability for the employee. See ORS Chapter 244.

4. Accessing other personal Internet accounts, such as social media, unless this access is needed to manage or participate in approved Lane County social media sites for business purposes.
5. Attempting to or circumventing, reducing, or defeating security or auditing systems of Communication Resources or those of any other organization without prior written authorization from the Information Services Director.
6. Taking any action that attempts to or renders the user's computer equipment unusable or that interferes with another's use of Communication Resources.

7. Obtaining unauthorized access to any computer system.
8. Using another individual's password.
9. Using another individual's account or identity without explicit documented authorization, unless approved by the Information Services Director, Department Director, County Counsel, or the County Administrator. (Use of Outlook's capability for granting and assigning delegates is allowed and provides necessary documentation.)
10. Giving non-Lane County employees or other users not authorized by the Department and Information Services Director access to Communication Resources.
11. Monitoring or intercepting the files or electronic communications of employees or third parties, unless this is approved by the Information Services Director, and one of the following: Department Director, County Counsel, or the County Administrator. This prohibition does not apply to an authorized use of a particular software program (for instance, calendar management).
12. Engaging in illegal, fraudulent, or malicious conduct, or conduct that causes someone else to suffer loss or harm.
13. Downloading and installing software off the Internet without previous authorization from the Information Services Director. [LC9].
  - i. Except as allowed under any software license any commercial software residing on the Communication Resources must have been purchased through an authorized vendor or otherwise lawfully obtained. Except as otherwise allowed under the software license, and except for backup/archival purposes, software owned by Lane County or installed on the Communication Resources is covered under the copyright laws and may not be copied, duplicated, or installed on any other computer resource.
  - ii. Copying or downloading any software from or onto the Communication Resources having the potential for bypassing or damaging the Communication Resources or the County systems' security is prohibited.
14. Soliciting, supporting, opposing, or promoting political or religious causes or beliefs.
15. Using the Communication Resources in a manner that would constitute or might be construed by a reasonable person to constitute an endorsement of a specific commercial entity by Lane County.

16. Working on behalf of organizations or businesses without any professional or business affiliation with Lane County, or working on behalf of organizations or businesses with such affiliation but outside of the specific County business with them.
17. Except as expressly authorized by the Department Director or the County Administrator as a matter of County concern, and except for communications in support of community volunteer activities as listed in Section VII, C, using the Communication Resources on behalf of non-profit or charitable activity. (Note: the annual Charitable Giving campaign is so authorized.)
18. Sending, receiving, or storing offensive, obscene, or defamatory data.
19. Sending uninvited e-mail of a personal nature.
20. Visiting or viewing pornographic Internet sites, downloading pornographic data from the Internet, sending or retrieving sexually explicit or offensive messages, cartoons or jokes, ethnic slurs, racial epithets or any other statement or image that might be construed as harassment, disparagement, libel, or discriminatory based on sex, race, sexual orientation, national origin, disability, or religious or political beliefs.
21. Annoying or harassing other individuals, including any prohibited form of harassment.
22. Distributing or storing chain letters, jokes, solicitations, junk mail, spam, offers to buy or sell goods, or other non-business material of a trivial or frivolous nature.
23. Using Communication Resources to play games.
24. Using Communication Resources in a manner that interferes with the productivity of another employee, co-workers, or the County Communication Resources.
25. Use of any large bandwidth Communication Resource for personal use (i.e. streaming video) unless authorized by the Department Director.
26. Connection of personally-owned devices to the County computer and Communication Resources, other than e-mail and calendaring through the cellular network or wireless devices through the public wireless connection, without authorization from the Information Services Department Director. Personally-owned devices are not allowed to be

directly connected to the Lane County internal network through either a cable connection, a docking station, or through the County private wireless network.

- B. Departmental Authorization. A Department Director may authorize a specific prohibited activity for a specific individual for legitimate County business purposes, except for activities that require the Information Services Director's approval. Such authorization must be in writing.
- C. Violation. ***Employees violating the Lane Manual policy or this APM are subject to discipline, up to and including termination of employment.*** Furthermore, employees using Communication Resources for defamatory, illegal, or fraudulent purposes also may be subject to civil liability and criminal prosecution.

IX. County Telephone System

- A. Overview. Within the current structure, Lane Council of Governments (LCOG) manages the telephone system and Lane County maintains policy control and approval authority. Approval of changes is required both at the department level and County Administration level. Departments will appoint telephone contact persons who are authorized to request telephone service and changes. The named telephone coordinator will call the Help line to initiate service requests or changes.
- B. Unused Equipment. Departments no longer requiring the use of specific telephones should request their removal. The removal of unused telephones results in the following benefits to the departments:
  - 1. Station count and billing will be reduced appropriately.
  - 2. Cost of unused financed telephones will be allocated to all users.
- C. Moves, Changes, and Equipment Cost.
  - 1. Phones coming from unused stock used to fill an order will be billed to the new user at the financed cost of the equipment.
  - 2. If a department has an order for phones that cannot be taken from stock, the station equipment required will need to be charged to an operating budget. This will reduce on-going costs for that department as the cost of the station equipment will not be billed after purchase.
- D. Software Changes. If a change is software only, LCOG will provide the requested service without seeking further approval. These changes are paid for out of the Phone Management budget, not on a fee-for-service basis.
- E. Work Order Approval and Processing. Work orders requiring technician time or additional equipment will be originated by LCOG after consultations with the department. An estimate of cost will be applied and routed to the originating department for approval. After department approval, County Administration will review, and if approved, the work will be performed and billed accordingly. Generally, time-frames for software moves and changes are 1 to 5 days; hardware changes 1 to 12 days; and line changes that involve the telephone company service 10 to 15 days.
- F. Unauthorized Changes. In order to preserve the integrity of the warranties on the telephone equipment and to avoid costly service and/or repair work, telephones, data adapters, and jacks must not be moved, removed, altered, installed or otherwise modified except by authorized telephone personnel.

X. Password Procedure

- A. Overview. Passwords are an important facet of computer security. They are the first line of defense for all Lane County user accounts. Lane County employees are responsible for taking the correct steps, as outlined below, to select and secure their passwords.
- B. Purpose. The purpose of this procedure is to establish a County Wide password policy for employees accessing the Lane County Communications Resources that require passwords.
- C. Password Requirements and Limitations
  - 1. Employees must not use the same password for Lane County accounts as for other Non-Lane County access (e.g., personal ISP account, option trading, benefits, etc.).
  - 2. Employees must not write down passwords, or store passwords on-line without Information Services approved encryption software.
  - 3. Employees must not share passwords with anyone, including administrative assistants or co-workers. All passwords are to be treated as sensitive, confidential Lane County information.
    - a. Do not reveal a password over the phone to anyone.
    - b. Do not reveal a password in an email message.
    - c. Do not reveal a password to your supervisor.
    - d. Do not talk about a password in front of others.
    - e. Do not hint at the form of a password (e.g., my dogs name, street address, etc.).
    - f. Do not reveal a password on security forms or polls.
    - g. Do not share a password with family members.
    - h. Do not reveal a password to a co-worker while on vacation.
    - i. If someone demands a password, refer them to this document or have them call the LCIS Help Desk.
    - j. Do not use the “Remember Password” feature of applications (e.g., Outlook, Internet Explorer).

4. Passwords should not have any of the following characteristics:
  - a. The words “Lane County” or any derivation.
  - b. Birthdays and other personal information such as addresses, and phone numbers.
  - c. Word or number patterns like aaaccc, qwerty, zyxwvuts, 123321, etc.
  - d. Contain spaces in the password.
5. With the exception of Wi-Fi-enabled devices, passwords must have the following characteristics:
  - a. Be a minimum of 14 characters.
  - b. Be required to be changed at least every 90 days.
  - c. Not be similar to or the same as any of the past ten (10) passwords.
  - d. Not be changed more frequently than every one (1) day.
6. Security Incident reporting.

If an account or password is suspected to have been compromised, report the incident to the LCIS Help Desk.

X. Interpretation and Implementation

Any questions relative to the intent or application of this procedure should be directed to the Information Services Director, who is delegated the responsibility to interpret and implement this procedure.

Approved:   
County Administrator

12/18/2016  
Effective Date

## APPENDIX A - Use of Employee-Owned Wireless Telephone for County Business

---

As a Lane County employee, I have been authorized to carry a county-provided wireless telephone for job related purposes. I make this request to receive a monthly stipend for use of my personal wireless phone in lieu of being assigned a county-owned wireless phone.

In accordance with APM Chapter 1, Section 22, I agree to use my own wireless phone for County business according to the job requirements assigned by my supervisor or director and I agree to the following:

- The County may publish my personal wireless number and/or e-mail address as needed.
- I am responsible for acquiring a cellular telephone and calling plan and maintaining active service at all times while receiving the stipend. I am also responsible for any service and maintenance cost for my own phone. The County is not responsible for replacement cost of lost, stolen, or damaged phones.
- My supervisor or director may establish call availability requirements. Job related calls should be responded to in a timely manner and personal calls during assigned duty periods should be kept to a minimum.
- The stipend will be paid monthly through the payroll system and is considered taxable income and as such will be subject to standard payroll taxes. The initial stipend rates are: basic cell service \$35.00 per month; basic Internet service \$35.00 per month; cell and Internet service combination \$70.00 per month. The rates are subject to change based on a review of costs of services.
- Records of calls made or received on my wireless phone for which the stipend is received may be subject to public records laws.
- Managers may review call logs and Internet logs for verification of valid County business use.
- Approval of the stipend and/or assignment of a wireless telephone are at the sole discretion of the County, and the County reserves the right to modify or discontinue such practice at any time for any reason.
- I understand that I must notify the Department Director and Financial Services if, at any time while receiving the stipend, service is disconnected for any reason, in which case the stipend will also cease.
- I understand that this stipend may be revoked or modified at any time for any reason.
- I further understand that a new request and approval must be submitted each July 1. Failure to submit a request and approval to Financial Services will result in no payment of a stipend.

**ACCEPTANCE:**      Date: \_\_\_\_\_

Action (Check One):      Start: \_\_\_\_\_      Stop: \_\_\_\_\_      Continue: \_\_\_\_\_

Choose Service: Cell: \_\_\_\_\_      Internet: \_\_\_\_\_      Cell & Internet: \_\_\_\_\_

\_\_\_\_\_  
Print Name                      Employee ID                      Phone Number      Signature

\_\_\_\_\_  
Supervisor/Manager                      Department Director (Required) HR Labor Code