

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE CITY OF ST. HELENS, , AND  
COLUMBIA COUNTY, OREGON  
FOR A RECORDS MANAGEMENT SYSTEM**

**PARTIES:**

This Agreement is entered into by the City of St. Helens, a municipal corporation (hereinafter "St. Helens"), and Columbia County, a political subdivision of the State of Oregon (hereinafter "County"), collectively, "the parties," pursuant to the authority granted in ORS Chapter 190.

**WHEREAS**, St. Helens and the County are each authorized under the provisions of ORS 190.003 to 190.030, and 203.035, to enter into intergovernmental agreements for the performance of any and all functions that the County and City have authority to perform; and

**WHEREAS**, the parties possesses the power, legal authority and responsibility to provide for a law enforcement records management system; and

**WHEREAS**, St. Helens intends to purchase a records management system from CentralSquare and to make the records management system available to the County pursuant to the terms of this Agreement; and

**WHEREAS**, the County desires to use the St. Helens' records management system provided by CentralSquare; and

**WHEREAS**, the County desires to enter into an agreement governing the rights and responsibilities of the parties regarding the CentralSquare records management system (the "System");

**IT IS AGREED:**

1. **Authority.** This Agreement is entered into under the authority of ORS 190.110.
2. **Term of Agreement.** This Agreement is effective on the date last signed below, and shall remain in effect unless and until the contract with CentralSquare for the System, terminates, or unless sooner terminated as provided herein.
3. **Definitions. Reserved**
4. **System Access.** St. Helens will purchase a records management system license and related services ("RMS") from CentralSquare in accordance with the terms of the

CentralSquare Solutions Agreement. St. Helens will own all licenses to access the System. St. Helens will provide the County and County-authorized personnel of the Columbia County Sheriff's Office access to the System as Authorized Users. St. Helens will provide the County with 10 authorized user licenses. Physical server(s) for the RMS system will be located on site at Columbia County 9-1-1 Communications District (58611 McNulty Way, St. Helens, OR. 97051). A backup / testing server may be located off site per best practice. The offsite location will be agreed upon by the parties.

5. Consideration. The parties will pay the below startup and annual costs. The County payments shall be made to the City. The amounts of the parties contributions to these costs are:

Startup costs:  
SHPD: \$184,921.07  
County: \$195,163.03

Annual costs:  
SHPD: \$16,735.73  
County: \$15,224.30

The County shall remit its share of periodic payments to the City prior to the time such amounts must be paid by the City to CentralSquare.

6. **St. Helens Services:** St. Helens will provide or arrange for the following for St. Helens employees and authorized users, and offer the same services, attendance and related materials to County employees at the same times and on the same basis as St. Helens employees.

A. Enable access via County owned equipment, include PCs, MDC, and other devices for Authorized Use of the System.

B. Provide or arrange for the capability through the System to generate National Incident-Based Reporting System (NIBRS) data for the user and for the user to then upload the NIBRS data to the State of Oregon in the proper format.

C. Provide or arrange for procedures, instructions and other documents to the users regarding the methods available and minimum requirements for users' PCs and MDCs to gain access to the System.

D. Provide or arrange for instructions, documents, and arrange for the necessary training to County employees for limited administrative functions such as adding and removing users from the System, establishing User IDs and passwords, setting up each User's Authorized Uses, and resetting passwords.

E. Provide or arrange for training materials and System training to County.

F. Maintain and administer the System according to its contract with CentralSquare.

G. Clarify in the terms of the CentralSquare Solutions Agreement that the County is a third-party beneficiary to the contracts between the City and CentralSquare.

H. Monitor, audit, and trouble-shoot the upload of appropriate information from the System to the Oregon Law Enforcement Data System (LEDS), NCIC and other interfaced crime and public safety databases and systems including but not limited to LinX Northwest.

I. Ensure that audit logs are maintained in the System in accordance with CJIS requirements.

J. Include in its contract with CentralSquare, the CJIS requirements, which are attached hereto as Attachment 1, and are incorporated herein by this reference.

K. Provide or arrange for a service line to report defects in the system during regular business hours and an emergency service line after hours.

## **7. County Responsibilities**

A. Access and use the System and information availability within for authorized uses.

B. Create User IDs, passwords and establish authorized uses of the System within the constraints of the CentralSquare contract and CJIS rules. Users will be given a unique User Name and Password that will not be shared.

C. Provide necessary County equipment for use of County users, including PCs, MDCs, printers, and other devices. All such equipment shall be configured to meet the System's minimum requirements to gain access to the System.

D. Secure network access that meets CJIS security requirements and enables PCs to reach the System's network demarcation points. Secure network connectivity that meets CJIS security policies and for providing all network communication devices and equipment between MDCs and the System

E. Ensure that all users comply with the appropriate CJIS security requirements.

F. Make payments to St. Helens in accordance with Section 5, herein.

G. The County shall ensure that its users and other employees as appropriate comply with obligations described in paragraphs 6 related to use restrictions, 7 related to customer obligations, 9 related to Confidentiality, 10 related to security, and 11.4 related to protection of personal data and personal information, of the CentralSquare Solutions Agreement which, by this reference is incorporated in this Intergovernmental Agreement as if fully set forth herein.

8. **Limits on Dissemination.** The parties agree to disseminate Criminal Justice Information available in or through the System only in accordance with current Criminal Justice Information policies and procedures and/or other applicable State and Federal Laws.

9. **Termination.** County may terminate this agreement at any time after payment of the start-up costs upon notice to St. Helens. However, County will still be responsible for paying their portion of the annual cost for the remainder of the five (5) year CentralSquare contract. St. Helens may terminate this Agreement only upon termination of the CentralSquare contract and only after consultation with County. Upon termination, County will remove its assets from the System including any data belonging to either, in accordance with the CentralSquare contract. Each party shall be responsible for the removal of its assets including System data upon termination. A minimum of 180 days shall be allocated for the removal of assets from the System after the effective date of termination. The users may continue to access the System during this period for the purpose of removing the user's data only.

10. **Indemnification.** Subject to the limits and extent of Article XI, Section 7 and Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300, the parties shall indemnify and defend the other party from and against claims arising out and to the extent of the indemnifying party's acts and omissions. St. Helens shall cause CentralSquare to indemnify and defend County upon the same terms and condition of its contract with CentralSquare as third-party beneficiary to the Contract to the extent set forth and described in the CentralSquare Solutions Agreement which, by this reference is incorporated in this Intergovernmental Agreement as if fully set forth herein.

11. **Dispute Resolution.** In the event of a dispute between the parties arising out of or relating to this Agreement, the Parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation. The parties to this Agreement agree to be bound by the terms of the CentralSquare Solutions Agreement and that disputes involving CentralSquare shall be resolved exclusively in accordance with the terms of the CentralSquare Agreement.

12. **Amendments.** This Agreement may be amended at any time by mutual written agreement of St. Helens and the County. No provision of this Agreement may be amended unless such Amendment is reduced to writing and signed by the parties.

13. **Third Party Beneficiaries.** County and St. Helens are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any additional party unless such person is individually identified by name herein and expressly described as an intended beneficiary of this contract.

14. **Written Notice.** Any notice of change, termination or other communication having a material effect on this Agreement shall be upon the Sheriff for Columbia County, and the Police Chief and City Administrator for St. Helens and shall be delivered either hand-delivered or by certified or registered mail, postage prepaid. Thirty calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice unless the terms of this agreement specify otherwise.

15. **Governing Law. Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") shall be brought and conducted solely within the

Circuit Court of the State of Oregon for Columbia County; provided, however that if a Claim is brought in a federal forum, it shall be brought and maintained within the United States District Court for the District of Oregon.

16. **Force Majeure.** County shall not be held responsible for delay or default caused by fire, riot, acts of God, terrorism, or acts of war where such cause was beyond reasonable control.

15. **Survival.** The terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

16. **Waiver.** No waiver or any breach of Agreement shall be held to be waived of any or other or subsequent breach of this Agreement.

17. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.

18. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. The County reserves the right at any time to require the submission of the hard copy originals of any documents.

19. **Warranties.** The parties represent and warrant that they have the authority to enter and perform this Agreement, and that this Agreement, when executed, shall be a valid and binding obligation enforceable in accordance with its terms.

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20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The parties by their signatures below acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and condition.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates listed below:

CITY OF ST. HELENS

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

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

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

Approved as to Form:

Legal Counsel for City of St. Helens

\_\_\_\_\_

BOARD OF COUNTY COMMISSIONER  
FOR COLUMBIA COUNTY OREGON

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

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

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

COLUMBIA COUNTY SHERIFF

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

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

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

Approved as to Form:

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

Office of County Counsel