

to be posted...

INTERGOVERNMENTAL AGREEMENT  
between  
OREGON DEPARTMENT OF CORRECTIONS (IGA #5068)  
and  
CITY OF VANCOUVER POLICE DEPARTMENT

This Agreement is between the State of Oregon, acting by and through its Department of Corrections ("DOC"), and City of Vancouver Police Department ("USER"), 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 give USER access to offender information on Telmate's web-based Secure Network Access Platform ("SNAP") system ("Access"), subject to the terms and conditions of this Agreement, provided, however, that DOC expressly reserves the right without notice to deny access to any portion of such offender information as DOC, in its sole discretion, deems necessary or prudent. The term "offender information" expressly excludes any medical information or data. USER agrees that it will use this information only for the following purposes(s):

USER will access offender information to help determine patterns and preferences to assist in investigations and prosecutions. Offender information may also be used to assist in locating individuals who are wanted or on "abscond" status.

**3 EFFECTIVE DATE AND DURATION**

This Agreement shall begin on upon signature by all Parties ("Effective Date"), and shall remain in effect until terminated by either Party in accordance with Section 8 unless terminated earlier pursuant to the termination provisions contained herein.

**4 AGREEMENT ADMINISTRATORS**

4.1 DOC's Agreement Administrator is:

Garrett Laney  
Deputy Inspector General  
Oregon Department of Corrections  
2575 Center Street NE  
Salem, OR 97301-5780  
Email: [Garrett.Laney@doc.state.or.us](mailto:Garrett.Laney@doc.state.or.us)  
Telephone: 503-945-7157  
Inspector General Hotline: 877-678-4222

#### 4.2 USER's Agreement Administrator is:

Wally Stefan  
Detective  
605 East Evergreen Blvd.  
Vancouver, WA 98661  
Email: [wally.stefan@cityofvancouver.us](mailto:wally.stefan@cityofvancouver.us)  
Telephone: 360-487-7425

4.3 The Parties Agreement Administrators identified about may be revised upon notification to the other Party's Agreement Administrator of such change. The notification must be in writing; however such revisions shall not require execution of an Amendment to the Agreement.

### 5 RESPONSIBILITIES OF EACH PARTY

#### 5.1 Responsibilities of USER

##### 5.1.1 Designated Personnel

5.1.1.1 As a step toward implementation of this agreement, USER shall submit to DOC's authorized representative a list of those of its officials to whom it wishes DOC to grant Access. Each such official shall submit to DOC's authorized representative a completed DOC Telmate Access Request Form, CD1679. No official or USER shall have Access unless and until User and such official has complied with this Section, and DOC has approved Access for such official. The access is limited to a maximum of 90 days. Access may be renewed, but will automatically be terminated on the end date established upon authorization. DOC reserves the right to deny or terminate, at any time and in its sole and absolute discretion, Access to any official of USER. Officials of USER who have been granted Access hereunder and whose Access has not been revoked shall hereinafter be referred to individually and collectively as "Designated Personnel". USER shall keep a list of Designated Personnel current at all times and shall immediately notify DOC of the termination of any Designated Personnel from employment with USER or the transfer of such Designated Personnel to duties not involving a need for Access to DOC's computer information system.

5.1.1.2 Prior to Access, each Designated Personnel must sign a DOC Telmate Access Request Form, CD1679, which, 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:  
[http://arcweb.sos.state.or.us/pages/rules/oars\\_200/oar\\_291/291\\_005.html](http://arcweb.sos.state.or.us/pages/rules/oars_200/oar_291/291_005.html)

Oregon Administrative Rule 291-039 Release of Public Information, at:  
[http://arcweb.sos.state.or.us/pages/rules/oars\\_200/oar\\_291/291\\_039.html](http://arcweb.sos.state.or.us/pages/rules/oars_200/oar_291/291_039.html)

Oregon Administrative Rule 291-070 Records Management, at:  
[http://arcweb.sos.state.or.us/pages/rules/oars\\_200/oar\\_291/291\\_070.html](http://arcweb.sos.state.or.us/pages/rules/oars_200/oar_291/291_070.html)

5.1.2 USER shall situate computer terminals and/or display stations which are used to access DOC's offender information held in the Telmate web-based SNAP system in such a way as to provide maximum safeguarding and security for DOC's information assets.

5.1.3 USER shall work diligently to ensure that its Designated Personnel and all other USER personnel and agents comply fully with DOC's policies and administrative rules concerning activity under this Agreement.

## 5.2 Responsibilities of DOC

5.2.1 DOC shall Issue user profiles to Designated Personnel upon their request.

5.2.2 DOC shall allow USER access to Telmate's customer service for assistance.

## 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 USER access to DOC's offender information in SNAP is limited to Designated Personnel. Such Designated Personnel shall access DOC's offender information in SNAP only for uses stated under Section 2 of this Agreement.

7.2 DOC reserves the right to limit the number of Designated Personnel as well as the number of Designated Personnel on line at any one time.

7.3 Designated Personnel will be provided read only access to DOC's offender information in SNAP except if USER requests, and DOC grants, additional access to specific Designated Personnel.

7.4 Designated Personnel shall access DOC's offender information on SNAP only pursuant to security procedures detailed in Oregon Administrative Rule 291-005 and are subject to the same security requirements as any other DOC user. Although designated personnel 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. Designated Personnel shall not share his/her password(s) with any other person.

7.5 USER agrees to inform DOC immediately at such time as it becomes aware of any security breach whatsoever or any other reason to revoke DOC's approval of access for any Designated Personnel.

7.6 Any breach of security by USER caused by a negligent or intentional disregard of the provisions of this Agreement shall result in the immediate shutdown of all DOC offender information access through SNAP by USER.

7.7 Except to the extent required by law, USER agrees that information accessed through SNAP shall not be released by USER to any third party without written authorization from DOC. Each such request for release of information addressed to USER shall be referred to DOC. DOC shall respond in writing on a timely basis directly to the requestor and will copy USER with the response. Any release of information required by law which is released prior to receiving written authorization from DOC shall be documented and that documentation forwarded to the DOC Agreement Administrator no later than the end of the next business day after release.

## **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 USER'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 user'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 INDEMNIFICATION**

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, USER and DOC shall comply with all applicable federal, state and local laws and regulations.

## **18 NO THIRD PARTY BENEFICIARIES**

DOC and USER 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

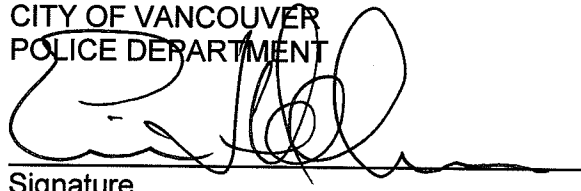
Party unless in writing and signed by duly Authorized Representatives of both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. BOTH PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, 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 hereto have set their hands and affixed their seals as of the day and year hereinafter written.

STATE OF OREGON acting by and through  
Its DEPARTMENT OF CORRECTIONS

CITY OF VANCOUVER  
POLICE DEPARTMENT



\_\_\_\_\_  
Leonard Williamson, Inspector General

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CITY MGR.  
\_\_\_\_\_  
Title

Apr 15, 2015  
\_\_\_\_\_  
Date

## **EXHIBIT A INDEMNIFICATION**

### 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 the State is jointly liable with the County (or would be if joined in the Third Party Claim ), the State 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 County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County 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 State on the one hand and of the County 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 State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County 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 State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State 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 County on the one hand and of the State 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 County'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.