INTERGOVERNMENTAL AGREEMENT

This is an Agreement between City of Gresham (GRESHAM), City of Portland (PORTLAND), and Multnomah County (COUNTY).

PURPOSE:

The purpose of this agreement is to establish the terms for providing Gresham Police data to Multnomah County for inclusion in a common database for easy access by all authorized parties. Specifically, this Agreement provides for the release of data from PORTLAND's PPDS system to designated IT representatives of Multnomah County. The extracted data will be incorporated into the Multnomah County Local Public Safety Coordinating Council's data warehouse known as DSS-Justice.

The parties agree as follows:

1. **TERM OF AGREEMENT.** The term of this agreement shall be the date the Agreement is signed by all parties and shall continue in effect until termination by one of more of the parties. Each party agrees to annually review this Agreement to ensure the terms and conditions remain appropriate for their requirements.

2. **RESPONSIBILITIES OF GRESHAM.**

    (a) GRESHAM agrees that Gresham Police data stored in the PPDS system will be released by PORTLAND for use in the DSS-Justice warehouse while this agreement is in effect.

    (b) GRESHAM will designate a representative to coordinate with the COUNTY on issues involving Gresham Police data stored in PPDS and exported to DSS-Justice.

    (c) GRESHAM and COUNTY will agree upon a list of data fields to be shared under this agreement. The list, attached as Exhibit A, will also identify any access restrictions to this data. The list may be modified periodically. Any additions, deletion, or modifications to the data field list will be made by mutual written consent and Exhibit A will be modified accordingly.

    (d) In addition to the termination rights in section 7 below, in the unlikely event that data extraction has a significant negative impact on GRESHAM's operations GRESHAM reserves the right to immediately terminate the data sharing procedure.

3. **RESPONSIBILITIES OF CITY OF PORTLAND**

    (a) PORTLAND agrees to provide the COUNTY with read-only access to Gresham Police data in the PPDS database in order for the COUNTY to develop an extract of the data and download the extract for use in DSS-Justice.

    (b) The initial data extract from PPDS will include all historical Gresham Police data *available in the PPDS system.*

    (c) PORTLAND will allow a full extract of the Gresham Police data on a daily basis, unless a daily download negatively impacts the operations of PORTLAND or GRESHAM.

(d) Nothing in this agreement will affect PORTLAND's or GRESHAM's use of the PPDS system.

(e) PORTLAND reserves the right to reschedule or delay a download due to a system maintenance conflict.

4. **RESPONSIBILITIES OF COUNTY.**

(a) The COUNTY will designate an IT representative to communicate and coordinate with PORTLAND and GRESHAM on data issues involving this DSS-Justice project.

(b) Multnomah County's Information Technology Division will be responsible for maintaining the DSS-Justice system. Specifically, the COUNTY will be responsible for developing the program to extract the data; and obtaining, transforming, and loading the data extracted from PPDS to DSS-Justice.

(c) Prior to running daily extracts of data, the extraction program will be fully tested on a partial data set to insure that the operation and integrity of the PPDS system is not negatively impacted.

(d) The COUNTY agrees to conduct runs of the extraction program (referred to above) daily at 6:00 am, unless other notified as outlined in 3.e. of this agreement.

5. **AUTHORIZATION FOR ACCESSING DATA THROUGH DSS-JUSTICE.**

(a) GRESHAM authorized personnel may become users of DSS-Justice information through the standard application procedure.

(b) GRESHAM reserves the right to appoint a representative to participate as a member of the DSS-Justice Policy Committee, which authorizes access to DSS-Justice by all users and handles other data security concerns.

6. **COSTS.** Each party will pay for their own costs and expenses associated with the data extraction, staff support, machine resources, and database maintenance.

7. **TERMINATION.** This Agreement may be terminated by any party following 30 days written notification to all other parties. Upon termination, GRESHAM retains the authority to control access to their PPDS data that may remain resident on the DSS-Justice system or to have selected fields, or all previously transferred Gresham Police data deleted from the DSS-Justice system.

8. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each party shall indemnify, defend and hold harmless all other parties from and against all liability, loss and costs arising out of or resulting from the acts of that party, its officers, employees and agents in the performance of this agreement

9. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

10. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

11. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

12. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

13. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY, OREGON:
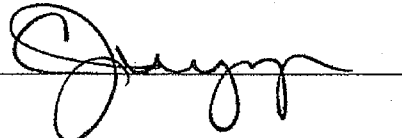
_____
County Chair or Designee

Date: _____

Approved: _____
            Department Director or Designee

Date: 9/28/10

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By: _____
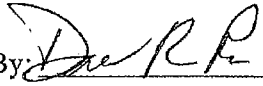   Assistant County Attorney   Date

CITY OF GRESHAM:

Signature: _____

Name: CRAIG JUNGINGER
        Please Print

Title: POLICE CHIEF

Date: 9/13/2010

Approved as to form:

By: _____ 9/13/10
                                        Date

CITY OF PORTLAND:

Signature: *Michael Reese*

Name: MICHAEL REESE
       Please Print

Title: CHIEF OF POLICE

Date: 10/01/10

Approved as to form:

By: _____
                                    Date