



CITY OF GEARHART

Staff Report

For City Council Meeting - 6/5/2024

Subject - New Business - Criminal (CJC) Records Management IGA (Intergovernmental Agreement)

Synopsis: The provided information, courtesy of Police Chief Gregory, outlines the intergovernmental agreement authorized by ORS 190.010, allowing local governments and state agencies to collaborate. Sub-Grantees, including the Gearhart Police Department, are participating in Clatsop County's modernization project for the Computer Aided Dispatch (CAD) and Record Management System (RMS), funded by a \$507,639.39 grant from the Criminal Justice Commission (CJC). This project aims to enhance the delivery of Statistical Transparency of Policing (STOP) data, mandated by Oregon's HB 2355 law from the 2017 legislative session.

Central Square was selected as the application for the new CAD and RMS system. The Clatsop County Board of Commissioners supports this project for the benefit of its citizens. The agreement is effective upon execution and will last until December 31, 2025. The County will manage payments and ownership of the CAD/RMS system post-implementation.

The Gearhart Police Department, as a Sub-Grantee, agrees to the grant's terms, accepting delivery and responsibility for all related hardware, firmware, and software. They will cover costs for any elective modules or services beyond the base project unless funded by remaining grant funds and agreed upon by the majority of involved parties. The department will take full responsibility for their portion of the system after implementation.

Recommendation: This is a Council decision. The Gearhart Police Department supports entering into the IGA.

Legal Analysis: City Attorney Peter Watts is available for questions.

Financial Analysis: The costs are an allocation based on total users for each agency.

- The Gearhart Police Department incurred an initial breakdown of costs for the 2024-2025 fiscal year. The total cost is:
 - Annual subscription: \$4,200.83
 - Allocated Subscription for all: \$1,455.00
 - Allocated time services for all: \$6,098.44
 - Total Subscription plus services: \$11,754.27
- The total is to be paid by the Gearhart Police Department for fiscal year 2024-2025 and will be reimbursed through the CJC grant.
- The Gearhart Police Department will continue the current CAD/RMS system – Justice – for the 2024-2025 fiscal year and terminate its service for the 2025-2026 fiscal year. This is due to the need to import data from Justice to Central Square.
- The Gearhart Police Department will then incur an annual subscription with Central Square with a current cost of:
 - Subscription: \$4,200.83
 - Allocated subscription for all: \$1,455.00
 - Total annual cost: \$5,655.83

Respectfully Submitted,



Chad

**INTERGOVERNMENTAL AGREEMENT
FOR CJC RECORDS MANAGEMENT MODERNIZATION GRANT**

THIS AGREEMENT made and entered into this 1st day of July, 2024 between Clatsop County, a political subdivision of the State of Oregon, hereinafter referred to as "County" and City of Cannon Beach, City of Seaside, City of Gearhart, City of Warrenton, and City of Astoria, hereinafter referred to as "Sub Grantees."

RECITALS

WHEREAS, by authority granted in ORS 190.010, units of local government and state agencies may enter into agreements with other units of local government and state agencies for the performance of any and all functions and activities that a party to the agreement, its officers, or agents, have the authority to perform, and

WHEREAS, the Sub-Grantees have entered into an agreement to participate in the Clatsop County Computer Aided Dispatch (CAD) and Record Management System (RMS) modernization project as awarded by the Criminal Justice Commission (CJC). The grant was awarded to Clatsop County to improve consistent STOP data delivery to CJC.

WHEREAS, to help fund the design and implementation of a modern CAD and RMS system, the County and Sub-Grantees were awarded the Grant for \$507,639.39 by the Criminal Justice Commission, and

WHEREAS, the Clatsop County Board of Commissioners believes implementing this project will benefit the citizens of Clatsop County.

NOW, THEREFORE, it is agreed by and between the parties as follows:

TERM:

This Agreement shall commence upon execution by all parties and shall continue until December 31, 2025.

COUNTY'S OBLIGATIONS

The County agrees to the terms and conditions set forth in the Grant award package in the attached Appendix A. The County agrees to be the financial agent and make payments on approved invoices per the Grant request as determined by the 12/6/2023 Central Square quote (base project). Payments on the County's and Sub Grantee's behalf shall not exceed the grant award of \$507,639.39. The County agrees if monies remain after the "base project" is funded to consider additional modules such as e-citations or e-crash in furtherance Grant goals. County agrees to take ownership and responsibility for all costs of their portion of the CAD/RMS system after project implementation.

SUB GRANTEE'S OBLIGATIONS

The Sub-Grantees agree to the terms and conditions of the Grant as outlined in the attached Appendix A. Take delivery, ownership and responsibility of all hardware, firmware, and software that is part of the CAD/RMS system that serves the Sub-Grantee. Make payment on any invoices for elective modules or services that are outside of the base project, unless sufficient funds remain and a majority of parties agree to fund elective modules or services. Sub-Grantees agree to take full ownership and responsibility for all costs of their portion of the CAD/RMS system after project implementation.

INDEMNITY

As permitted by the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution each party to this Agreement agrees to hold harmless, defend, and indemnify the other, including their officers, and employees, against all claims, demands, actions, and suits (including attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each party is responsible for the acts, omissions, or negligence of its own officers, employees and agents.

GENERAL PROVISIONS

1. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including on appeal. All rights and remedies shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies according to law.
2. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or when deposited in the U.S. mail, registered or certified, postage prepaid and addressed to Undersheriff Williams or Sub-Grantee's representative or such other party as either the County or Sub-Grantee may designate by written notice to the other.

County Point of Contact: Paul Williams
1190 SE 19th St
Warrenton, OR 97146
pwilliams@clatsopcounty.gov
503-325-8635

3. Time is of the essence in the performance of the terms of this Agreement. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. The parties shall not waive, alter, modify, supplement or amend this Agreement without a written instrument signed by both parties.
4. If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of the Agreement.
5. County and Sub-Grantees 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. The signature of the Sub-Grantees and County being by the authority of their respective Boards.

COUNTY

By: _____

Dated: _____

Title: _____

CITY OF ASTORIA

By: _____

Dated: _____

Title: _____

CITY OF CANNON BEACH

By: _____

Dated: _____

Title: _____

CITY OF GEARHART

By: [Signature]

Dated: 6/16/24

Title: Chief of Police

CITY OF SEASIDE

By: _____

Dated: _____

Title: _____

CITY OF WARRENTON

By: _____

Dated: _____

Title: _____