

**MEMORANDUM OF AGREEMENT
BETWEEN
TILLAMOOK COUNTY, TILLAMOOK COUNTY SHERIFF'S OFFICE, TILLAMOOK COUNTY 911 and
MANZANITA POLICE DEPARTMENT**

This Memorandum of Agreement, hereinafter, AGREEMENT, is made and entered into by and between Tillamook County, by and through its Board of Commissioners, hereinafter **COUNTY**, Tillamook County Sheriff's Office, hereinafter **SHERIFF'S OFFICE**, Tillamook County Emergency Communications District, hereinafter **911**, and **MANZANITA PD**. COUNTY, SHERIFF'S OFFICE, 911, and MANZANITA PD are collectively hereinafter referred to as **PARTIES**.

RECITALS

PURPOSE

- A. The purpose of this AGREEMENT is to define PARTIES' responsibilities pursuant to COUNTY and SHERIFF'S OFFICE providing initial licensing costs and ongoing maintenance for NetMotion software as well as associated COUNTY owned hardware and infrastructure, hereinafter referred to as **SOFTWARE**, and 911 providing public safety access to the county wide public safety mobile data system housed at 911, in exchange for a yearly payment of \$480.00 from MANZANITA PD which will equal the yearly COUNTY maintenance and SOFTWARE cost for the number of licenses assigned to MANZANITA PD.

BACKGROUND

- B. Effective September 30, 2019, COUNTY and SHERIFF'S OFFICE purchased 30 licenses of SOFTWARE for the purpose of upgrading the SHERIFF'S OFFICE vehicles to 4GLTE broadband Internet access.
- C. These licenses were purchased with the intent of providing the SHERIFF'S OFFICE and other public safety agencies in Tillamook County secure access to the county wide public safety mobile data system housed at 911.
- D. During the implementation of the SOFTWARE, COUNTY Information Services Staff coordinated the installation of a network connection between the COUNTY and 911 for the purpose of allowing secure information movement between the SOFTWARE infrastructure in the COUNTY data center and the 911 infrastructure.
- E. It is the intent of PARTIES to revisit this AGREEMENT annually before June 30, 2024 and negotiate a new agreement with all parties.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and undertakings hereinafter set forth, PARTIES agree as follows:

- 1. Rights, Duties, and Obligations of **COUNTY**. COUNTY shall:
 - 1.1 Provide maintenance and support of SOFTWARE and user access.
 - 1.2 Maintain SOFTWARE in compliance with best practices and ongoing current Criminal Justice Information Systems (CJIS) requirements.
 - 1.3 Provide a billing invoice to MANZANITA PD on the anniversary of this AGREEMENT for an amount equal to the yearly SOFTWARE license and annual COUNTY maintenance cost of the four licenses set forth in Section 2.1

- 1.4 Provide authorized public safety PARTIES access to SOFTWARE through COUNTY's internet source to enable CJIS compliant data transmissions between PARTIES mobile devices and the county wide public safety mobile data system located at 911.
 - 1.5 Limit network traffic to 911's point of demarcation to only that traffic originating from authorized public safety users routed to the county wide public safety mobile data system.
2. Rights, Duties, and Obligations of **SHERIFF'S OFFICE**. SHERIFF'S OFFICE shall:
 - 2.1 Purchase four licenses of SOFTWARE to be utilized by MANZANITA PD.
 - 2.2 Make yearly payments to the SOFTWARE vendor in exchange for maintenance of those SOFTWARE licenses.
3. Rights, Duties and Obligations of **911**. 911 shall:
 - 3.1 Provide COUNTY a point of demarcation at 911 for authorized public safety access to county wide public safety mobile data system from NetMotion firewall.
 - 3.2 Treat data traveling through point of demarcation as CJIS data in compliance with CJIS policy.
 - 3.3 911 reserves the right to disable SOFTWARE access to the county wide public safety mobile data system at the point of demarcation when an actual or suspected breach of CJIS compliance or network security occurs.
4. Rights, Duties, and Obligations of **MANZANITA PD**. MANZANITA PD shall:
 - 4.1 Pay for the yearly cost of four SOFTWARE licenses and annual COUNTY maintenance cost set forth in Section 1.3.
 - 4.2 Follow document as outlined in Section 5.1 promptly upon discovering that a possible problem with the SOFTWARE is occurring.
 - 4.3 Provide reasonable troubleshooting assistance to the COUNTY Information Services staff or 911 staff in the case of a reported issue.
 - 4.4 CJIS compliance from the access point in the MANZANITA PD's vehicle through the rest of their infrastructure.
 - 4.5 Pay all material and labor costs associated with purchase and installation of hardware on/in MANZANITA PD vehicles including but not limited to cell modems, antenna, antenna wires, etc.
 - 4.6 Provide a list of SOFTWARE users, CJIS compliant passwords and Client Devices to COUNTY to be used for authenticating SOFTWARE access.
 - 4.7 Provide at least one week notice to COUNTY of any user changes.
 - 4.8 Shall anticipate and budget accordingly for software and/or hardware upgrades when SOFTWARE client devices reach a point where they can no longer be supported in their current configuration and/or maintain CJIS requirements.
5. TECHNICAL SUPPORT.
 - 5.1 COUNTY shall provide users a list of troubleshooting steps for users to determine the need for COUNTY technical support prior to reporting any issues.
 - 5.2 All requests for COUNTY support shall be routed through COUNTY's Information Services Helpdesk ticketing system (<https://tillamook.sysaidit.com>) or COUNTY's Information Services Helpdesk phone number (503) 842-3406.
 - 5.3 COUNTY normal hours of operations are Monday – Friday, 8:00 a.m. – 5:00 p.m., with allowances for COUNTY recognized holidays.
 - 5.4 COUNTY reserves the right to disable SOFTWARE access to users and/or client devices that are outside of CJIS compliance and/or suspected of breach in security.
 - 5.5 Routine maintenance, support, periodic system repairs, upgrades and reconfiguration, public emergency or necessity, imposed by law, acts of nature, labor disputes and other situations,

including mechanical or electronic breakdowns may result in impairment or interruption of service. As a result, COUNTY does not guarantee continuous or uninterrupted access to SOFTWARE.

6. TERMINATION.

6.1 This agreement will automatically terminate on June 30, 2024.

6.2 This agreement may be terminated at any time at the request of any party, after giving the other PARTIES' 90 days advance notice.

7. INDEMNITY.

7.1 COUNTY shall defend, indemnify and save all other PARTIES, their officers, agents, and employees harmless from any and all claims, actions, costs or damages caused by the acts or omissions of COUNTY in connection with its responsibilities under this agreement.

7.2 SHERIFF'S OFFICE shall defend, indemnify and save all other PARTIES, their officers, agents, and employees harmless from any and all claims, actions, costs or damages caused by the acts or omissions of SHERIFF'S OFFICE in connection with its responsibilities under this agreement.

7.3 MANZANITA PD shall defend, indemnify and save all other PARTIES, their officers, agents, and employees harmless from any and all claims, actions, costs or damages caused by the acts or omissions of MANZANITA PD in connection with its responsibilities under this agreement.

7.4 911 shall defend, indemnify and save all other PARTIES, their officers, agents, and employees harmless from any and all claims, actions, costs or damages caused by the acts or omissions of 911 in connection with its responsibilities under this agreement.

7.5 Each party shall include appropriate indemnity clauses in any contracts issued pursuant to this agreement. Such indemnity clauses shall require consultants, subconsultants, contractors, subcontractors, and suppliers to defend, indemnify and hold the PARTIES harmless from all claims, costs, damages, or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal injury or property damage to the extent such claims, costs, damages, or expenses arise out such consultant's, subconsultant's, contractor's, subcontractor's or supplier's acts or omissions.

8. INSURANCE. Each party agrees to maintain insurance coverages, at not less than the following:

Property Damage:	\$1,000,000 (one claimant)
	\$2,000,000 (all claimants)
Personal Injury or Death:	\$2,000,000 (one claimant)
	\$2,000,000 (all claimants)

9. GENERAL PROVISIONS

9.1 MODIFICATION & WAIVER. The rights and duties under this AGREEMENT shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of the parties. Failure to enforce any provision of this AGREEMENT shall not operate as a waiver of such provision or of any other provision.

9.2 ATTORNEYS' FEES. Attorney fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

9.3 LEGAL REPRESENTATION. In entering into this AGREEMENT, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel.

9.4 NOTICES. Any notice required or permitted under this AGREEMENT shall be in writing and deemed given when:

9.4.1 delivered if not sent by mail as described below, or

- 9.4.2 three days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.
- 9.5 LANGUAGE. The headings of the contract paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.
- 9.6 SAVINGS. Should any clause or section of this AGREEMENT be declared by a court to be void or voidable, the remainder of this AGREEMENT shall remain in full force and effect.
- 9.7 JURISDICTION; LAW. This AGREEMENT is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.
- 9.8 NO THIRD-PARTY BENEFICIARIES. There are no intended third-party beneficiaries of this AGREEMENT.

10 EFFECTIVE DATE. This AGREEMENT shall take effect when executed by all PARTIES.

ACKNOWLEDGMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS, AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

Dated this 10th day of February, 2023.

TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT

Tiffany Miller
Tiffany Miller, Administrator

Dated this 7th day of February, 2023.

MANZANITA PD

Erik Harth
Erik Harth, Chief

Dated this 7th day of FEBRUARY, 2023.

TILLAMOOK COUNTY SHERIFF'S OFFICE

Josh Brown
Josh Brown, Sheriff

Dated this 22nd day of February, 2023.

**THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON**

Erin D. Skaar, Chair

Mary Faith Bell, Vice-Chair

David Yamamoto, Commissioner

ATTEST: Tassi O'Neil,
County Clerk

By: _____
Special Deputy

Aye Nay Abstain/Absent

____ ____ ____/____

____ ____ ____/____

____ ____ ____/____

APPROVED AS TO FORM:

William K. Sargent, County Counsel