

PASSED

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 07-01-24- 5 IN THE MATTER OF APPROVING COMPLETION OF THE PUBLIC SAFETY AND JUSTICE SYSTEMS AREA INFORMATION RECORDS SYSTEM (AIRS) CONVERSION BY: (1) RENEWING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITIES OF EUGENE AND SPRINGFIELD; (2) PROVIDING FUNDING FOR THE BALANCE OF THE COUNTY'S SHARE IN THIS REGIONAL PROJECT; AND (3) APPROVING A CONTRACT FROM RFPS NO. IS2006-5-01 FOR AIRS CONSULTING SERVICES WITH WINTELLECT, L.L.C., NOT TO EXCEED \$2,827,638.

WHEREAS, Lane County has entered into an intergovernmental agreement in 2000 with the cities of Eugene and Springfield for the purpose of jointly replacing the mainframe public safety and justice systems suite of applications with current and mainstream technology; and

WHEREAS, the AIRS Consortium members have determined that the Law Enforcement (police) records, Local Courts case management and application integration is best developed using AIRS resources; and

WHEREAS, a Request for Professional Services (RFPS) was conducted to obtain a consultant to assist AIRS staff in the design and development of the application components; and

WHEREAS, Wintellect, L.L.C. was recommended for selection; and

WHEREAS, Wintellect, L.L.C. successfully completed the contract for a high-level project plan including a timeline and budget; and

WHEREAS, the AIRS Executive Steering Committee has reviewed all of the materials and alternatives that resulted from the first contract with Wintellect, L.L.C. and has approved the recommended course of action; and

WHEREAS, the Cities of Eugene and Springfield are committed to the recommendation and have found funding for their respective shares; it is hereby

ORDERED that a new 2007 Intergovernmental Agreement with the Cities of Eugene and Springfield be executed for the purpose of completing the AIRS Conversion, including Law Enforcement records management, local Courts case management, Field-Based Reporting and integration services; and it is further

ORDERED that the County Administrator work on financing options for this capital development project; and it is further

ORDERED that a contract for consulting services be awarded to Wintellect, L.L.C. for consulting services to design and architect the necessary infrastructure and to work with AIRS staff to

provide the functionality for the Law Enforcement records management system, the local Courts case management system and integration services, not to exceed \$2,827,638 and it is further

ORDERED that the County Administrator be delegated the authority to sign and execute the contract documents.

DATED this 24th day of January, 2007

Faye Stewart

Faye Stewart, Chair

Lane County Board of County Commissioners

APPROVED AS TO FORM

Date 1-16-07 lane county

David Law

OFFICE OF LEGAL COUNSEL

INTERGOVERNMENTAL AGREEMENT FOR THE AIRS CONVERSION

A. Purpose:

This Agreement is entered into between the parties, hereinafter referred to as "Partner(s)", of Lane County, a political subdivision of the State of Oregon, the City of Eugene, a municipal corporation, and the City of Springfield, also a municipal corporation, for the purpose of collaboratively accomplishing a replacement of the Area Information Records System (AIRS).

B. Recitals:

WHEREAS, the Partners have been members of a Consortium to use and maintain the AIRS regional public safety computer system for more than 30 years, and

WHEREAS, the AIRS system has delivered significant operational and cost efficiencies, and

WHEREAS, the Partners have developed their agency business practices around the AIRS shared system functions and data, and

WHEREAS, the AIRS mainframe system is in need of replacement because it is technically obsolete, and because it fails to meet management information needs and changing business needs resulting from both policy and legislation, and

WHEREAS, the Partners are committed to a replacement for the AIRS mainframe system with automated systems that are state of the art and that take advantage of the efficiencies of data and cost sharing, and

WHEREAS, there is a need to examine, plan and cooperate in business and governance changes that make sense to all in the context of using new systems and practices for automated support.

C. Now therefore, the Partners agree as follows:

1. An AIRS Executive Steering Committee (ESC), formed by this Agreement and sustained for the duration of the Agreement, will be responsible for implementation of the terms of this Agreement.

The ESC will have strict membership to include the:

- City Managers of Eugene and Springfield or designate
- County Administrator of Lane County
- Chiefs of Police of Eugene and Springfield
- Sheriff of Lane County
- Fire Chiefs of Eugene and Springfield

The ESC shall establish a regular meeting schedule that the Partners agree is suitable to implement the terms of this Agreement.

The ESC will participate in the AIRS Conversion's project management process as indicated in Section D. Project Management of this Agreement

ESC decisions shall be made by consensus of the Partners. Each Partner shall have one vote, and decisions must be unanimous. The officers of each Partner shall agree on the vote of that Partner.

2. The Partners commit to provide funding for the AIRS Conversion Project, including but not limited to the cost of vendor contracts, infrastructure upgrades, staff resources, and consultant services. A projected budget for the AIRS Conversion Project is accepted with this Agreement and is shown in the following table:

	TOTAL	Eugene	Lane County	Springfield
Shared Project Expense	\$11,043,271	\$5,471,941	\$4,063,924	\$1,507,406

The ESC shall make decisions, if necessary, to change the budget, including the total budget or each Partner's share of the budget. Such changes shall be included in written amendments to this Agreement executed by all three Partners.

3. The Partners commit to provide agency resources needed to successfully procure and convert to the new systems and business practices as set forth in a project schedule established and maintained by the AIRS Project Management Team and agreed to by the AIRS Executive Steering Committee. The Partners also commit to provide agency funding and resources, outside the budget above, to ensure that any necessary infrastructure upgrades within each Partner agency are completed on schedule.
4. The Partners will cooperate to establish and/or approve the technical standards for the replacement system. They will encourage openness to new standards while respecting the impact to each agency in adapting to potentially new regional technologies. New standards may require new system functionality, technology, or infrastructure, which could present the need for new skills or support services in Partner agencies or their IS organizations.
5. The Partners will establish policy for maintaining the current AIRS mainframe and client/server system environment for the duration of the AIRS Conversion Project. In doing this, the Partners will provide:
 - Policy and budget oversight for technical maintenance to the systems
 - Periodic review of the current systems' cost basis
 - Requests, review, and approval of recommendations for changes that reduce current system costs
6. The Partners agree to fund the cost of maintaining the current AIRS mainframe configuration during the AIRS Conversion Project until the last AIRS system component has been eliminated from the mainframe. The Partners agree to continue the individual allocation percentages currently in effect for their portions of the total AIRS shared costs for the current systems as shown below:
 - City of Eugene - 49.55%
 - City of Springfield - 13.65%
 - Lane County - 36.80%
7. The Partners will consider the management and support structure in place for the current AIRS systems and incorporate efficiencies toward the overall management of AIRS during implementation of new systems. They will develop governance and support structures for the AIRS enterprise and execute a transition plan for the new model to be in place after the AIRS Conversion is complete.
8. Upon completion of the AIRS Conversion, ownership of the AIRS system will reside with the Partners that are parties to this Agreement.
9. Current and future funding for the AIRS Conversion will be arranged by each Partner agency, in accordance with the policies and procedures of that agency. Debt financing for any part of this

funding will be secured by a Partner agency in accordance with constitutional debt limitations and annual appropriation resolutions. Subject to the annual negotiations and budgeting processes of individual Partner agencies, the responsibilities described above recognize that the benefits derived from this intergovernmental activity create interdependencies and responsibilities for each Partner, which must be fulfilled if the program is to succeed.

D. Project Management

1. The ESC will provide executive management for the duration of the AIRS Conversion Project. The ESC will be responsible for:

- Implementation of the provisions of this Agreement
- Budget decisions:
 - For budget issues escalated to the ESC
 - For budget changes that alter the allocations for any subsystem phase of the conversion
 - For project cash flow planning
 - For all recommended budget changes that affect the overall project budget
 - For all recommended budget changes that affect a Partner's share of the budget
- Policy decisions related to the AIRS Conversion Project
- Resolution of problems referred to the ESC by the PMT, Trusted Teams, or vendors
- Major functionality decisions

2. The AIRS Project Management Team (PMT) was established to represent and coordinate the interests of the Partner agencies. Membership of the PMT includes representatives for each of the Partner agencies as determined by the individual agencies and agreed to by the ESC, plus the regional technology services coordinator as well as representatives for regional and Partner agency information services support organizations. The PMT will resolve project management issues and prepare materials and recommendations to assist the ESC. The PMT will be responsible for:

- Contract coordination for concurrent AIRS component efforts
- Coordination and management of overall project scope, specifications, direction and status
- Resolution of issues or escalation of issues to the ESC
- Integration requirements
- Coordination of Partner agency resources and activities

3. Smaller teams (hereafter referred to as Trusted Teams) of management representatives from Partner agencies will be formed and directed by the ESC and PMT to manage each system component of the AIRS Conversion. These Trusted Teams will have the authority to resolve technical and budget allocation issues when they affect only the system component for which they are responsible and are within the overall budget allocation. Each Trusted Team will be staffed and supported by an AIRS project lead and will be responsible for:

- Management of RFP, procurement, and contract activities for the team's portion of the project
- Day-to-day subproject management for its system component through the entire conversion process
- Budget and technical issue tracking for the component
- Resolution of issues or escalation of issues to the PMT and/or ESC
- Budget and schedule accountability for its component
- Status reporting and other communication to the project manager and the rest of the AIRS Conversion Project team

4. The AIRS Manager will be the Project Manager for the AIRS Conversion and will staff the ESC and the PMT, coordinate the "Trusted Teams", and be a direct contact for vendors or other contracted resources. The AIRS project manager will be responsible for:
- Successful completion of the AIRS Conversion Project
 - The overall budget and work plan for the AIRS Conversion Project
 - Coordination of activities, issues, and decisions made by the Trusted Teams
 - Vendor accountability
 - Project resources
 - Monthly status and progress reporting to the ESC

E. Dissolution

Dissolution of the partnership established by this Agreement shall only occur when termination notice is given by one or more Partners according to the terms stated in Section H. Term & Termination.

Dissolution will require that the ESC plan and accomplish a removal of each terminating Partner's interest in the AIRS Conversion, including resolution of the ownership, budget, and operation of the end product as it exists at the time of dissolution.

F. Reconsideration:

If one or more of the Partners objects to any dissolution plan proposed or taken by the ESC, the Partner shall request that the Regional Executive Group (REG) review and recommend a resolution for the Partner's issues with the ESC's dissolution plan by delivering a written request to the REG. The REG shall put such action on its agenda for its next REG meeting within 45 days of receipt of the request. If the Partner objects to the recommendation of the REG, the Partner may submit the matter to arbitration.

G. Arbitration

The Partners shall exert every effort to cooperatively resolve any disagreements over a dissolution plan. Upon failure to arrive at agreement, this dissolution controversy may be submitted to arbitration. Any Partner may request arbitration by written notice to the other two Partners. If the Partners cannot agree on a single arbitrator within fifteen (15) days from the notification, each Partner shall within five (5) days select one arbitrator for a three-member arbitration panel. The panel shall conduct the arbitration in accordance with the rules of the American Arbitration Association and the applicable provisions of ORS 190.710 to 190.800, or future laws that replace such statutes, on the following conditions:

- a) The location of the arbitration shall be within Lane County, Oregon,
- b) Each Partner shall bear its own costs, witness fees, and attorney fees, except for expenses in (c) below,
- c) Arbitration filing costs and any arbitrator's fees will be divided equally among the Partners, and
- d) The outcome of the arbitration shall be binding upon the Partners.

H. Term & Termination:

This Agreement shall be effective upon its execution for the duration of the AIRS Conversion Project but will expire not later than June 30, 2011, except by extension.

This Agreement may be terminated, for any reason, by any Partner with written notice given to the other Partners by December 31st of each year, to begin on July 1st of next fiscal year.

In the event of termination, and during the period of notice, the ESC will determine a transition plan for the AIRS Conversion. The transition could result in a new Agreement between any two remaining Partners, or could result in complete dissolution of the partnership. In either case, the termination process will adhere to terms of Section E. Dissolution, of this Agreement.

I. Indemnification

Each of the Partners shall be responsible for their own acts, and the acts of their employees, agents, officers, and elected officials. Each of the partners shall be responsible, on an equitable basis, for ESC decisions and actions implementing those decisions, subject to applicable legal limitations.

J. Amendments

This Agreement may be modified or extended by written agreement signed by all the Partners.

K. Waiver

The failure of any Partner to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

L. Merger

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind any party unless in writing and signed by all 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 Partners, by signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Lane County

William Van Vactor, County Administrator

Date

City of Eugene

Dennis Taylor, City Manager

Date

City of Springfield

Gino Grimaldi, City Manager

Date