RESOLUTION NO. 1479
CITY OF PRINEVILLE, OREGON

A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH STATE OF OREGON, ACTING BY AND THROUGH THE OFFICE OF THE CHIEF INFORMATION OFFICER

Whereas, The State of Oregon, acting by and through the Office of the State Chief Information Officer, also known as Enterprise Information Services, Shared Services, Statewide Interoperability Program ("State") issued a certain purchase order and has entered into an agreement for the provision of Statewide alert and mass notification services in support of its OR-ALERT Initiative ("Contract"); and

Whereas, The State intends to fund and provide the notification system at no local cost to eligible political subdivisions for the term of January 1, 2021 through June 30, 2026, and subsequent Contract renewals (if any), contingent upon an appropriation by the Oregon Legislature; and

Whereas, ORS 401.305 establishes Emergency management powers of political subdivisions; and

Whereas, City of Prineville ("City") desires to utilize the notification system provided by the State to transmit alerts, notifications, and other official messaging to employees, residents, businesses, and visitors located in or transiting through its city limits, while performing its powers under ORS 401.305; and

Whereas, State has prepared an Intergovernmental Agreement ("Agreement") for City's consideration; and

Whereas, City staff believes it is in the best interest of the City to approve and execute the Agreement;

Now, Therefore, the City of Prineville resolves that the Intergovernmental Agreement attached to this Resolution between the City and State is hereby approved and that the Mayor and the City Manager are authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this 23rd day of March, 2021.

_____
Rodney J. Beebe, Mayor

ATTEST:

_____
Lisa Morgan, City Recorder

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE STATE OF OREGON, ACTING BY AND THROUGH THE OFFICE OF THE STATE CHIEF INFORMATION OFFICER,
AKA ENTERPRISE INFORMATION SERVICES
AND THE CITY OF PRINEVILLE

This Intergovernmental Agreement (the "Agreement") is made and entered into by the State of Oregon acting by and through the Office of the State Chief Information Officer also known as Enterprise Information Services, Shared Services, Statewide Interoperability Program (hereinafter referred to as the "State") and the City of Prineville (hereinafter referred to as the "City"), (hereinafter collectively referred to as the "Parties").

WHEREAS, the State issued a certain purchase order and has entered into an agreement for the provision of Statewide alert and mass notification services in support of its OR-ALERT Initiative, (hereinafter referred to as the "notification system") by Everbridge, Inc. (hereinafter referred to as the "Contractor") ("Contract") ; and,

WHEREAS, the State intends to fund and provide the notification system at no local cost to eligible political subdivisions for the term of January 1, 2021 through June 30, 2026 and subsequent Contract renewals (if any), contingent upon an appropriation by the Oregon Legislature; and,

WHEREAS, Section 401.305 of the Oregon Revised Statutes establishes Emergency Management powers of political subdivisions;

WHEREAS, this Agreement is an intergovernmental agreement subject to Chapter 190 of the Oregon Revised Statutes. The Agreement does constitute an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities for the other Party; and

WHEREAS, the City desires to utilize the notification system provided by the State to transmit alerts, notifications, and other official messaging to employees, residents, businesses, and visitors located in or transiting through their political subdivision, while performing its powers under ORS 401.305.

NOW, THEREFORE, in consideration of the cooperative effort between the Parties contained herein, the Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under the Contract, and shall automatically renew as long as the State continues to provide this contractual service to eligible entities defined in this and subsequent contracts.

2. DUTIES AND RESPONSIBILITIES

A. The State:

I. Has assigned a contract manager for the notification system who will enforce the performance of the Contract terms and conditions and serve as a liaison with the Contractor.

II. May access any political subdivision's account or organization in the system for purposes of contract management, and to monitor system activity and usage.

III. Will limit the number of personnel with high-level administrative access credentials to the system, and will take reasonable efforts to prevent the unauthorized disclosure of contact information.

IV. Will, upon termination of the Contract, distribute the system's Opt In contact data to the City as specified in the Purchase Order Scope of work.

V. May terminate the Contract with the vendor, at any time, in consultation with the OR-Alert Governance Committee.

VI. Will provide vendor management activities, on behalf of all Parties, such as quarterly business reviews, issue escalations, engagement with the technical account manager, and others, as required.

VII. Will work with the Contractor to establish and implement change management procedures.

VIII. May conduct an audit, to identify any failures and/or deficiencies of the system and that the usage of the system meets guidelines established by the OR-Alert Governance Committee and policies and procedures outlined by the State. Audit findings will be shared with system administrators, community leaders and responsible partners. Each City will have 90 days to develop plans to address issues or deficiencies noted in the audit. Failure to correct issues or deficiencies may result in a City's access to system being suspended or revoked per the OR-Alert governance process.

IX. Will provide the Oregon Office of Emergency Management with access to all available "opt-in" contact data in the system for the sole purpose of launching an emergency notification to the public resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally-initiated notifications would endanger the health and safety of the State's population.

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X. May require certain notification subscription options be set to "mandatory" in a subdivision's public-facing opt-in portal, including but not limited to:
- Tornado Warnings
- Flash Flood Warnings
- Severe Weather Warnings
- Statewide Notifications
- Countywide Notifications

XI. The State will provide and maintain statewide governance for the OR-Alert System, including:
- Regularly scheduling OR-Alert Governance Meetings.
- Providing administrative support for Governance Meetings.
- Providing written minutes and/or recordings of Governance Meetings.
- Assisting OR-Alert Governance Committee Leadership in preparing and distributing meeting agendas.
- Encouraging active participation of participating organizations in Governance Committee meetings.

B. CITY OF PRINEVILLE

The City:

I. Has read and acknowledges the terms and conditions of the State's Contract, which is attached hereto, and shall abide by the terms of the Contract, specifically: the Contractor's End User License Agreement, and the Contractor's Acceptable Use Policy, available via https://www.everbridge.com/about/legal/acceptable-use-policy/.

II. Shall place a "powered by OR-ALERT" icon that will encompass no less than 10% of the banner image of the City's public-facing opt-in portal(s) for continuity with statewide branding.

III. Shall abide by future "branding" guidelines and other operating policies and procedures established by the OR-ALERT Governance Committee and the State.

IV. Shall limit use of the system to transmitting alerts, notifications, and other official messaging to its own employees, contractors, partners, and volunteers, and opt-in contacts, unless the Agency has been approved for a "public alerting organization" in which case it will limit use of the organization's public alerting capabilities to the following categories of notifications:
   a. Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
   b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts,

notification of planned or anticipated disruption of municipal services & municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of up 5 keywords (additional keywords may be available for a fee) for event-specific messaging, and other similar messaging that conveys a change in the City's steady-state operational posture;

c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of a City's jurisdiction impacted by a disaster.

d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the City's jurisdiction.

e. Law enforcement searches, for a missing person or a manhunt for escaped convicts or suspects evading arrest.

f. Automated weather warnings, provided by the National Weather Service.

g. Non-Weather Messages (NWMs) that the City is authorized to broadcast via their IPAWS Alerting Authority, including a Civil Danger Warning, Civil Emergency Message, Fire Warning, Hazardous Materials Warning, Local Area Emergency, 911 Telephone Outage Emergency, Nuclear Power Plant Warning, Radiological Hazard Warning, and future NWM's that may become available.

h. Other categories that may be approved by the OR-Alert Governance Committee in the future.

V. Acknowledges that access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features available in the system is contingent on the Organization:

a. Acquiring and maintaining its Collaborative Operating Group (COG) license from the Federal Emergency Management Agency (FEMA); and,

b. Complying with all IPAWS related policies, procedures, and guidelines established by the Federal Emergency Management Agency (FEMA).

c. Coordinating with and receiving approval from the Oregon Office of Emergency Management for IPAWS Alerting Authority within Oregon.

VI. Shall supply the State with requested information about any existing or recent local contracts for mass notification services, for the purpose of developing quantitative cost impact and qualitative notification capability measures in support of legislative budget requests for continued funding of the initiative.

VII. Shall develop a written Standard Operating Procedure (SOP) that governs access to and use of the notification system within the City, to include, at minimum, the following topics:
   a. Defining the account administrator(s) (minimum of 2);
   b. Defining procedures for requesting administrative and user access within the City and the training requirements for granting such access;
   c. Establishing a message drafting and approval process;
   d. Discussing the difference between "opt-in" and "opt-out" contact data, limiting the use of "opt-out" data to imminent or actual life threatening emergencies, and considering the time of day when initiating notifications that use "opt-out" data; and,
   e. Specifying the responsibility and frequency of periodically reviewing all administrative user accounts within the City account to validate the continued relationship and need for access of each current user.
   f. Mutual Aid considerations

   The SOP must be developed within ninety (90) calendar days of the effective date of this Agreement and submitted to the State for review and approval.

VIII. Shall revoke access to the system for any user who voluntarily separates from employment or affiliation with the City within 24 hours.

IX. Shall immediately revoke access to the system for any user who involuntarily separates from employment with the City.

X. Shall only permit authorized users to access the system via City - owned electronic devices at all times, unless such limitation would prevent the sending of a message in an imminent or life threatening emergency.

XI. Shall send a representative to participate, in person or via teleconference, in OR-ALERT Governance Committee Meetings at least twice a year.

XII. Shall include emergency notifications procedures in applicable drills, exercises, or trainings at least biennially.

XIII. Shall work with local telecommunications providers to determine network capacity to deliver messages within the jurisdiction.

XIV. Shall revalidate any and all subscriber Opt-In information at least annually.

XV. Shall follow established change control management procedures as defined by the State.

XVI. Acknowledges that the Contractor provides additional notification system capabilities and services, as well as the ability to add additional organizations to the system which are not covered under the State's Contract for the notification system (hereinafter referred to as "non-covered services"). If the City desires to enhance its notification capabilities by adding non-covered services to its organization(s), then the City will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services. The City will notify the State of its desire to add non-covered services. The State will evaluate the proposal, and if in the opinion of the State, the change will significantly affect other users of the system, the State will seek OR-Alert Governance Committee endorsement of the change before approving the proposal.

XVII. Shall address audit findings related to system management and communication issues as set forth in the required improvement plan(s) within 90 days from receipt of audit findings.

   a. Failure to adequately address findings may result in access to the system being suspended or removed subject to the OR-Alert Governance Process

XVIII. Acknowledges that it may be one of many entities participating in the Program and shall work cooperatively and in good faith with the State, the Contractor, and all other entities and their agents.

XIX. Acknowledges that a failure to follow established OR-ALERT policies, procedures, and guidelines may result in immediate revocation of access to the system.

3. POINTS OF CONTACT

The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact person(s) named below for resolution or action:

For the State:
William Chapman,
Statewide Interoperability Coordinator
1177 Center St. NE
Salem, OR 97302
Telephone: 971-283-4607
Email:

For the City:
James Wilson
IT Director
1251 NE Elm St.
Prineville, OR 97754
Telephone: (541)447-4168
Email: jwilson@cityofprineville.com

4. TERMINATION OF AGREEMENT

The Parties may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the contact person(s) specified herein.

5. LIABILITY

Each Party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity. Nothing herein shall be construed as consent by either Party to be sued by third parties.

6. ATTACHMENTS

The following attachments are incorporated hereunto by reference:

A. Attachment 1 – Definitions

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

STATE OF OREGON, ACTING BY AND

THROUGH THE OFFICE OF THE STATE

CHIEF INFORMATION OFFICER aka

ENTERPRISE INFORMATION SERVICES

CITY OF PRINEVILLE

By: _____

By: _____

Jason Beebe,

Mayor

March 23, 2021

_____

Date

March 23, 2021

Date

_____

Steve Forrester,

City Manager

March 23, 2021

_____

Date

Attachment 1 – Definitions

Account – An account is the access point to the web-based Everbridge Mass Notification Solution which is an integrated component of Everbridge's Unified Critical Communication Suite ("Everbridge Platform"). Accounts are segmented into Organizations and are typically segmented further into numerous groups.

Contact – Individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

Opt-In – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the Subdivision's keyword(s) or zip code(s) to an established SMS short code.

Opt-Out – Contact and address point data loaded into the Everbridge Platform by a political subdivision without the intervention of the contact.

Organization – In the Everbridge Platform, an organization ("Org") contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.

The State – refers to the Department of Administrative Services, Office of the State Chief Information Officer aka Enterprise Information Services, Shared Services, Statewide Interoperability Program in coordination with the Oregon Office of Emergency Management.

User – Individuals assigned roles and granted permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge Platform.