

RESOLUTION NO. 1041 - R

**RESOLUTION PROVIDING AUTHORIZATION FOR AN AGREEMENT BETWEEN THE PORTLAND POLICE BUREAU AND THE TROUTDALE POLICE DEPARTMENT FOR PORTLAND POLICE DATA SYSTEMS (PPDS), ACCESS**

**WHEREAS**, Public Safety 2000 and The Council of Law Enforcement Officials (CLEO) recommended the integration of computerized data base files.

**WHEREAS**, the Troutdale Police Department anticipates greater efficiencies in the sharing of computerized data base files.

**WHEREAS**, the Portland Police Bureau has agreed to provide the Troutdale Police Department access to its Portland Police Data System (PPDS) a law enforcement information system.

**WHEREAS**, the monthly cost for access to PPDS is \$140 and has been budgeted for in the 1993-1994 fiscal year. An agreement for these services has been prepared and is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:**

This agreement for services (agreement) between the Bureau of Police, City of Portland, Oregon (provider), 1111 SW 2nd Avenue, Portland, Oregon 97204, and the City of Troutdale be approved.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE  
THIS 13TH DAY OF JULY, 1993.

YEAS: 6  
NAYS: 0  
ABSTAINED: 0

  
PAUL THALHOFER, MAYOR

DATED: July 14, 1993

ATTEST:



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JUN 25 1993

AGREEMENT FOR SERVICES

This agreement for services (Agreement) is between the Bureau of Police, City of Portland, Oregon (Provider), 1111 SW 2nd Avenue, Portland, Oregon 97204, and the City of Troutdale.

RECITALS:

The Provider and the Receiver desire to enter into this agreement by the terms of which the Provider, through its Bureau of Police, will provide access to its Portland Police Data System (PPDS), a law enforcement information system, to the Receiver, for the Troutdale Police Department, on the terms set forth in this agreement.

AGREEMENT:

1. SCOPE OF PROVIDER SERVICES

- a. Provide access via computer terminal for inquiry into the computerized data base files of the PPDS system.
- b. Provide access via computer terminal to related criminal justice services as mutually agreed.
- c. Provide all necessary equipment and modems to permit access to PPDS.
- d. Provide manuals and training to Receiver staff regarding utilization of the computer terminals and procedures for access to information.
- e. Perform services related to PPDS access such as liaison with vendors for maintenance service calls, etc.

2. SCOPE OF RECEIVER SERVICES

- a. The receiver agrees that all its personnel will perform only those PPDS functions authorized, and that it, or its personnel, will not attempt any programming, program modifications, or similar activities within the PPDS system unless specifically authorized in writing by the Portland Police Bureau.
- b. The Receiver agency agrees, pursuant to the directions of the State of Oregon Law Enforcement

Data System (LEDS) and Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy, dated October 20, 1976, that the Portland Police Bureau shall establish policy and exercise management control over all operations of the PPDS system.

- c. In the event of violation of the provisions of this agreement, or violation of the security policy by personnel of the Receiver, the Provider shall have the authority to restrict or prohibit access to the PPDS system by the Receiver agency terminals until resolution of the problem to the satisfaction of the Provider. The Receiver shall be notified in writing of such action, and there shall be no charge for access during any time that access is prohibited.

3. COMPENSATION

The Troutdale Police Department, as an "inquiry only" user of PPDS, shall pay to the Provider the amount as set out in Exhibit A: Schedule of Costs.

4. BILLING AND PAYMENT PROCEDURE

The Provider shall invoice the Receiver quarterly. The Receiver shall submit payment within 30 days of receipt of the invoice from the Provider.

5. EFFECTIVE AND TERMINATION DATES

This agreement shall be effective as of 07-01-1993, and shall terminate as of \_\_\_\_\_.

6. PROVIDER CONTACT PERSON

For information concerning PPDS services provided under this Agreement, contact should be made with Mike Sims, Data Processing Division, Bureau of Police, 1111 S.W. 2nd Avenue, Room 1156, Portland, Oregon 97204, 796-3300.

7. RECEIVER CONTACT PERSON

For information concerning PPDS usage by the Receiver, contact should be made with Chief Brent Collier.

8. NOTICE

Any notice provided for under this agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Provider:

Charles F. Makinney  
Bureau of Police  
Management Services Division  
1111 SW Second Avenue, Room 1202  
Portland, Oregon 97204-3232

If to Receiver:

City of Troutdale  
104 SE Kibling Street  
Troutdale, OR 97060-2099  
Chief Brent Collier

9. AMENDMENTS

The Provider and the Receiver may amend this agreement at any time only by written amendment executed by the Provider and the Receiver. Any change in Number 1, SCOPE OF PROVIDER SERVICES, or in EXHIBIT A, SCHEDULE OF CHARGES, shall be deemed an amendment subject to this section.

10. EARLY TERMINATION OF AGREEMENT

This Agreement may be terminated by either party on 30 days written notice of such termination to the other party.

11. PAYMENT ON EARLY TERMINATION

In the event of termination under Number 10, EARLY TERMINATION OF AGREEMENT, hereof, Receiver shall pay the Provider for services received under the agreement prior to the termination date.

12. COMPLIANCE WITH LAWS

In connection with its activities under this agreement, the Provider shall comply with all applicable federal, state, and local laws and regulations.

Specifically, the Receiver agrees to comply with the PPDS Security Policy with regard to security and privacy regulations affecting usage and dissemination of criminal history and investigative information.

13. OREGON LAW AND FORUM

- a. This agreement shall be construed according to the law of the State of Oregon.
- b. Any litigation between Receiver and the Provider arising under this agreement or out of work performed under this agreement shall occur, if in the state courts, in the Multnomah County

Court having jurisdiction thereof, and if in the federal courts, in the United States Court for the District of Oregon.

14. INDEMNIFICATION

The Receiver shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Receiver's activities under this agreement.

15. ASSIGNMENT

The Provider shall not assign this agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of Receiver.

16. ARBITRATION

- a. Any dispute under this agreement which is not settled by mutual agreement of Receiver and the Provider within sixty (60) days of notification in writing by either party shall be submitted to an arbitration panel. The panel shall be composed of three (3) persons, one of whom shall be appointed by the Provider, one of whom shall be appointed by Receiver, and one of whom shall be appointed by the two arbitrators appointed by Receiver and the Provider. In the event the two cannot agree on the third arbitrator, then the third shall be appointed by the Presiding Judge (Civil) of the Circuit court of the State of Oregon for the County of Multnomah. The arbitrators shall be selected within thirty (30) days of the expiration of the sixty (60) days period. The arbitration shall be conducted in Portland, Oregon, and shall be as speedy as is reasonably possible. Receiver and the Provider shall agree on the rules governing the arbitration (including appropriation of costs), or, if Receiver and the Provider cannot agree on the rules, the arbitrators shall adopt rules consistent with this section. The arbitrators shall render their decision within forty-five (45) days of their first meeting with Receiver and the Provider. Insofar as Receiver and the Provider legally may do so, they shall be bound by the decision of the panel.
- b. Notwithstanding any dispute under this agreement, whether before or during arbitration, the Provider shall continue to perform its work pending resolution of the dispute and Receiver shall make payments as required by the agreement for undisputed portions of the work.

17. INTEGRATION

This agreement contains the entire agreement between Receiver and the Provider and supersedes all prior written or oral discussions or agreements.

PROVIDER: City of Portland

RECEIVER: City of Troutdale

By: \_\_\_\_\_  
Name: Vera Katz  
Title: Mayor  
Date: \_\_\_\_\_

By: Paul Thalhofer  
Name: Paul Thalhofer  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Barbara Clark  
Title: Auditor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, City of Portland  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**  
**SCHEDULE OF COSTS**

The Troutdale Police Department (Receiver), as an "inquiry only" user of the Portland Police Data System (PPDS), shall pay to the City of Portland (Provider) the following monthly amount for PPDS services:

System Usage Charge	waived
Telephone Line Charge	140.00
Equipment Maintenance	<u>waived</u>
Total Monthly Cost	<u>\$140.00</u>

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