

RESOLUTION NO. 2044

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PORTLAND BUREAU OF POLICE AND THE TROUTDALE POLICE DEPARTMENT FOR ACCESS TO THE PORTLAND POLICE DATA SYSTEM (PPDS).

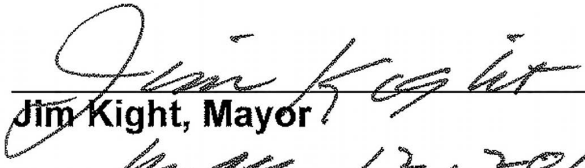
THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City of Gresham provided notice they will terminate an Intergovernmental Agreement effective June 30, 2010 with the City of Troutdale and with it the Police Department's access to Gresham's records management database system.
2. The Portland Police Data System (PPDS) is the primary law enforcement records management system in the Portland metropolitan region, operated by the City of Portland.
3. Police departments of Fairview and Gresham will be entering their police records into PPDS and if Troutdale follows, all East County law enforcement data would be in this regional records system.
4. The benefits of this system include access to multiple other databases including DACS (District Attorney case tracking system), OJIN (Oregon Justice Information Network), LinX Northwest (data from a consortium of Federal, State and Local LE across the country) and others.


NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

- Section 1. The Chief of Police is authorized to sign the Intergovernmental Agreement which will go into effect upon signing.
- Section 2. This resolution shall be effective immediately upon signing.

YEAS: 7
NAYS: 0
ABSTAINED: 0



Jim Kight, Mayor
Date May 12, 2010



Debbie Stickney, City Recorder

Adopted: May 11, 2010

#30001721

INTERGOVERNMENTAL AGREEMENT

This agreement for services (Agreement) is between the Bureau of Police, City of Portland, Oregon (**Provider-City**), 1111 SW Second Avenue, Portland, Oregon 97204, and the City of Troutdale Police Department (**Receiver**) 141 SE Dora Avenue, Troutdale, Oregon 97060.

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, on the terms set forth in this agreement.

AGREEMENT:

1. SCOPE OF PROVIDER SERVICES

- a. Provide access via networked PC computers for inquiry and full entry into the computerized data base files of the PPDS system.
- b. Provide the necessary programs, access, and data storage so that (**Receiver**) cases and related information can be entered into PPDS files.
- c. Produce standard PPDS reports for (**Receiver**) data; and other reports as mutually agreed.
- d. Provide standard Oregon Uniform Crime Reporting (OUCR) data for (**Receiver**) cases to the State of Oregon LEDS/OUCR.
- e. Provide access via networked PC computers to related criminal justice services as mutually agreed.
- f. Provide manuals and training to Receiver staff regarding utilization of the computer terminals and procedures for access to PPDS information.
- g. Perform services related to PPDS access such as defining and maintaining user logons and device definitions.
- h. Facilitate access via networked PC computers to the NCIS Law Enforcement Information Exchange (LnX Northwest) system.
- i. Provide public records category data from PPDS for all PPDS partner agencies to the NCIS Law Enforcement Information Exchange (LnX Northwest) system for sharing with other law enforcement agencies. This data sharing will adhere to strict CJIS data sharing guidelines.
- j. Provide trouble-shooting support for ePPDS Monday thru Fridays from 0800-1700; and after-hours support will be best effect or next business day

2. SCOPE OF RECEIVER RESPONSIBILITY

- 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 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, given 30 days in which to cure the violation before access is restricted or prohibited, and there shall be no charge for access during any time that access is prohibited.
- d. The Receiver agency shall perform data entry of its data into PPDS and shall conform to the standards and procedures established by the Provider regarding such data entry.
- e. The Receiver is agrees to abide by all use policies set forth for participation in the NCIS Law Enforcement Information Exchange (LInX Northwest) system as stipulated in Exhibit L.

3. COMPENSATION

The Receiver, as a "full entry" user of PPDS, shall pay to the Provider the amount as set out in Exhibit A: Schedule of Costs. Cost of services shall be reviewed annually, with adjustments made effective July 1. Receiver shall be notified of adjustments at least 90 days in advance.

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 July 1, 2010, and shall terminate upon proper notice by the parties as provided in this agreement.

6. PROVIDER CONTACT PERSON

For information concerning PPDS services provided under this Agreement, contact should be made with Mark Ellwood, Senior Information Systems Manager, Data Processing Division, Bureau of Police, 1111 SW Second Avenue, Room 1156, Portland, Oregon 97204, 503-823-0301.

7. RECEIVER CONTACT PERSON

For information concerning PPDS usage by the Receiver, contact should be made with:

Chief Scott Anderson
Troutdale Police Department
141 SE Dora Avenue
Troutdale, OR 97060
(503) 665-6129

8. NOTICE

Any notice provided for under this agreement shall be sufficient if in writing and delivered personally to the following address 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:

Catherine Reiland
Bureau of Police
Fiscal Services
1111 SW Second Avenue, Room 1406
Portland, Oregon 97204-3232

If to the Receiver:

Chief Scott Anderson
Troutdale Police Department
141 SE Dora Avenue
Troutdale, OR 97060
(503) 665-6129 Phone

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 shall be deemed an amendment subject to this section.

10. TERMINATION OF AGREEMENT

Either party may withdraw and cancel this agreement by providing notice six months in advance. Either party may terminate this agreement for default upon 60 days notice, provided that party gives the other a 30 day period in which to cure the default.

11. 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, as outlined in Exhibit B, with regard to security and privacy regulations affecting usage and dissemination of criminal history and investigative information.

12. 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.

13. INDEMNIFICATION

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, and actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributed to the negligent acts or omissions of that party.

14. NOTICE OF CLAIM

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.

15. INSURANCE

Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

16. ASSIGNMENT

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

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: <i>Michael Reese</i>	By: <i>Scott Anderson</i>
Name: Michael Reese	Name: Scott Anderson
Title: Portland Police, Chief	Title: Troutdale Police, Chief
Date:	Date:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

APPROVED AS TO FORM

Paula [Signature]
 [Stamp]

EXHIBIT "A" SCHEDULE OF COSTS TO TROUTDALE IGA_PPDS PARTNER IGA

PPDS Services Fee Schedule

(Revised Jan 2010)

Basic Service

Number of Users	Inquiry
1 - 10	350.00
11 - 25	500.00
26 - 50	750.00
51 - 75	1,000.00
76 - 100	1,250.00
\$250 Connectivity fee plus \$10 per user in increments of 25 users for the first 100 users	
101 - 125	1,375.00
126 - 150	1,500.00
151 - 175	1,625.00
176 - 200	1,750.00
200+	\$ 5 per user in increments of 25 users for user over the first 100 users

Optional Purchasable Services

Fees are based on Number of Users in Agency

Number of Users	WebLEDS & Ore DMV Pics
1 - 10	100.00
11 - 25	250.00
26 - 50	500.00
51 - 75	750.00
76 - 100	1,000.00
101 - 125	1,250.00
126 - 150	1,500.00
151 - 175	1,750.00
176 - 200	2,000.00
201+	\$10/user

Fees are based on Number of Devices with Access

- CAMIN2 Cost: \$2000/installation; on-going is negotiated (Approx \$75 per person per month)

Exhibit B

Portland Police Data System Security Policy

I. PURPOSE

It is the purpose of this policy to assure that criminal history information, wherever it appears is collected, stored, accessed, and disseminated in a manner to insure the completeness, integrity, accuracy, and security of such information, and to protect individual privacy.

II. DEFINITION OF TERMS

As used in this statement of policy:

Access means the authority to review or receive information from files, records, and information systems, whether manual or automated. For purposes of this policy, persons with access to Portland Police Data System (PPDS), information include those with:

- Direct access, including authorization to view or modify police systems information.
- Authorization to write and maintain programs that access or update data in police systems.
- Access to data tapes/cartridges, files, and/or printed reports containing police data.
- Access with administrative rights to networks and/or communication infrastructure that police information travels through. This includes, but is not limited to, computers, access devices, circuits, hubs, switches, routers, firewalls, and other components that make up a LAN or WAN used to process, store, or transmit police information.
- Access to data center and other locations where off-line police information is housed.
- Direct or remote access to work stations that are authorized access to police systems and information.
- Ability to assign and/or modify user identification and passwords for police systems or networks that transmits police data.
- Management or supervisory responsibilities over persons with access to police information.

Criminal history record information means information collected by criminal justice agencies on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including sentencing, correctional supervision, and release. The term does not include identification information such as fingerprint records to the extent that such information does not indicate involvement of the individual in the criminal justice system.

Criminal justice administration means the performance of any of the following activities: detection, apprehension, detention, pre-trial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. The administration of criminal justice shall include criminal identification activities and the collection, storage, and dissemination of criminal history record information.

Criminal justice information means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This is the broadest information term and includes criminal history record information and investigative and intelligence information. It does not include agency personnel or administrative records used for agency operations or management.

Disposition means information disclosing that criminal proceedings have been concluded, including information disclosing that the police have elected not to refer a matter to a prosecutor, or that a prosecutor has elected not to commence criminal proceedings, and also disclosing the nature of the termination in the proceedings, or information disclosing that proceedings have been indefinitely postponed and also disclosing the reason for such postponement. Disposition shall include, but not be limited to, acquittal by reason of mental incompetence, case continues without finding, charge dismissed, charge dismissed due to insanity, charge dismissed due to mental incompetence, charge still pending due to insanity, charge still pending due to mental incompetence, guilty plea nolle prosequi, no paper, nolo contendere plea, convicted, youthful offender determination, deceased, deferred disposition, dismissal - civil action, defendant discharged, executive clemency, placed on probation, paroled, or released from correctional supervision.

Person means an individual of any age, concerning whom criminal history record information is contained in PPDS, or a person's attorney or authorized representative.

Attorney means an attorney at law empowered by a person to assert the confidentiality of right to access the criminal history record information under this policy.

Authorized representative means a parent, or a guardian or conservator, other than an attorney, appointed to act on behalf of a person and empowered by such a person to assert the confidentiality of or right of access to personal data under this policy.

Dissemination means the transmission of information, whether orally, in writing, or electronically, to anyone outside the agency that maintains the information, except reports to an authorized repository.

Intelligence and investigative information means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.

PPDS is an automated criminal justice information system that is operated by the Portland Police Bureau. Through electronic communication devices, PPDS provides for storage and retrieval of criminal justice information stored in local computer data bases and to criminal justice information which are accessible through the Oregon Law Enforcement Data System (LEDS).

The PPDS SQL data warehouse and CAMIN2 (crime mapping) are considered to be extensions of the PPDS system. All rules of access, use, and dissemination of PPDS information also apply to the PPDS data warehouse and CAMIN2.

Authorized uses of information from PPDS, the PPDS data warehouse and CAMIN2 include use for investigative purposes, crime analysis, statistics, staffing analysis, planning (projections), and mapping. Any additional proposed uses must be submitted in writing to Portland Police Bureau for approval.

All policies related to release of information from PPDS also apply to information included in the PPDS data warehouse and CAMIN2. Public release of statistics or detailed information that includes agency identifiable data from other agencies requires the authorization of all agencies whose data is being released.

III. LIMITS ON ACCESS

Access to PPDS criminal justice information shall be limited to criminal justice agencies that have executed formal written agreements with Portland Police Bureau, which commit the agencies to abide by the Security Policy herein described.

IV. LIMITS ON DISSEMINATION

Criminal justice agencies, which are authorized, access to PPDS criminal justice information may disseminate any PPDS criminal justice information directly under the following conditions:

- 1.) the intended recipient of the information is a criminal justice agency or agent under the definition contained herein: or
- 2.) The intended recipient of the information is legally authorized access to the specific information pursuant to statute, government regulation, or court order. Any liability that may arise from improper dissemination of PPDS criminal justice information shall rest entirely with the criminal justice agency and individuals that disseminated the information improperly.

Dissemination of juvenile criminal justice information shall be restricted as follows:

- 1.) Information related to warrants, verified suspects, runaways, missing persons, witnesses, or complainants may be disseminated to criminal justice agencies.
- 2.) All other information about juveniles shall not be disseminated.

Notwithstanding any other provisions herein contained, intelligence and investigative information shall not be publicly disclosed so long as there is a clear need in a particular case to delay disclosure in the course of an investigation in accordance with ORS 192.501 et seq.

V. ACCURACY AND COMPLETENESS

Each criminal justice agency which stores, collects, or disseminates PPDS criminal history record information shall establish procedures to ensure the accuracy and completeness of criminal history record information. No criminal justice history information shall be disseminated until the information has been verified against Computerized Criminal History (CCH) records of the Oregon Law Enforcement Data System (LEDS). All dispositions by a PPDS user agency should be reported to LEDS-CCH within sixty (60) days of their occurrence. No information shall be added to a person's criminal history record in PPDS unless the data is based upon a readily identifiable numbered source document and upon assurance that the information pertains to the individual whose criminal history record is affected.

VI. RIGHT TO ACCESS AND CHALLENGE

Any individual shall have the right of access to their own criminal history record information that is contained in the PPDS files for the purpose of review and challenge.

The Portland Police Bureau shall establish procedures that:

- 1.) Inform an individual in writing, upon written request, the PPDS criminal history record information concerning her/him;
- 2.) Make available to a person, upon written request, the PPDS criminal history report information concerning her/him;
- 3.) Allow a person to contest the accuracy, completeness, or relevancy of her/his PPDS criminal history record information;
- 4.) Allow PPDS criminal history record information to be corrected upon written request of a person when Portland Police Bureau concurs in the proposed correction;
- 5.) Allow a person who believes that PPDS maintains inaccurate or incomplete criminal history record information concerning her/him to submit a written statement to the Portland Police Bureau setting forth what she/he believes to be an accurate or complete version of that criminal history record information. If, after a review of the statement, the Portland Police Bureau does not concur and does not make the corrections requested in the statement, the statement shall be filed in a manual file in the Portland Police Bureau Records Division under the appropriate PPDS identification number and any subsequent response to a request for PPDS criminal history record information shall disclose the existence of the statement challenging the accuracy or completeness of the PPDS criminal history record information.

VII. INFORMATION CONTROL AND RESPONSIBILITY

Additions, modifications, and deletions of information stored in the PPDS databases shall be restricted to specifically authorized individuals and electronic devices. Each PPDS user agency will provide the Portland Police Bureau with a list of the persons and the devices within the agency that will be permitted to access the PPDS files.

VIII. SECURITY

- A. **Physical Security** - Each PPDS user agency shall be responsible for maintaining the physical security of all electronic devices that are capable of accessing PPDS, as well as any printed output or system documentation which might permit unauthorized access to or use of PPDS from within the agency.
- B. **On-Line Security** - The PPDS system provides software to ensure that only authorized individuals and electronic devices can access the PPDS databases or the information available through LEDS. This software may require PPDS users to enter special identification codes and passwords before being allowed to make any inquiry into PPDS files. Individual accounts and passwords are required for all users. No account sharing is permitted.
- C. **Personnel Security** - Any persons having authorized access to PPDS criminal history record information shall be required to complete a personal history statement. After completion of the form, the person will be fingerprinted and a background investigation will be conducted by the user agency. That investigation shall include, but not be limited to, verification of information provided by the person and to public record information, including a check of the PPDS persons file, the Oregon LEDS files, the National Crime Information Center files, and FBI

Criminal Identification files. Upon investigation, any person found to have provided intentionally false information in their personal statements, or who are shown to have been arrested and convicted for committing an offense which, under Oregon law, can result in a sentence to a state penal institution for adults, or who are shown to have been arrested and convicted of committing a Class A or B felony as a juvenile in the State of Oregon within the past five (5) years shall be immediately denied all access to PPDS criminal history record information and shall be notified by the investigating agency, in writing, of this action. The person denied access may challenge the denial. If not successfully challenged within thirty (30) days of receipt of notice, the employer of the person shall provide the Portland Police Bureau with written notice that said person is denied access to all devices with access to PPDS files. Portland Police Bureau shall have the right to remove any individual from the list authorized to access criminal history record information. By itself, denial of access to PPDS shall not constitute grounds for dismissal of any employee from her/his employment.

IX. POLICY ENFORCEMENT

The Portland Police Bureau shall be responsible for the enforcement of this Security Policy. The Portland Police Bureau may delegate certain responsibilities to the City of Portland Bureau of Technology Services. If the Portland Police Bureau determines that there has been a violation of this Security Policy it may take, but not limited to the following actions:

- 1.) It may remove individuals from the list of authorized users;
- 2.) It may restrict an agency's access to PPDS information;
- 3.) It may temporarily suspend an agency as a PPDS user;
- 4.) It may terminate all PPDS access by an individual or agency.

Willful violation of the provisions contained in paragraphs III and IV of this Security Policy with regard to the dissemination and use of criminal history record information contained in or obtained through PPDS by any employee or agent of the City or any PPDS user agency may result in sanctions by the employer against the individual or individuals who committed the violation.

Exhibit L

Use Policy for the Law Enforcement Information Exchange (LInX Northwest)

The Law Enforcement Information Exchange (LInX Northwest) is a law enforcement information sharing partnership involving local, state, and federal law enforcement agencies in the Northwest. LInX has been developed to improve public safety, solve crime, and prevent terrorism. LInX is a partnership built on trust and to maintain that trust the following rules are upheld by all LInX agencies. Violations of this agreement may result in sanctions against an individual user or his/her agency.

1. Each partner agency shall contribute information to LInX Northwest, once a connection is made, and agrees to permit the access, dissemination, and/or use of such information by every other partner agency in LInX Northwest. The contributing party has the sole responsibility and accountability for ensuring that it is not constrained from permitting this by any laws, regulations, policies, and procedures applicable to the submitting party.

2. A user may only access LInX when he/she has a legitimate, official law enforcement purpose, after receiving LInX training.

3. Information in the system shall not be disseminated outside of an accessing party without first obtaining express permission of each party that contributed the information in question. LInX users who wish to use information in LInX for the preparation of judicial process such as affidavits, warrants, subpoenas, etc... agree to not print and use information from LInX, but to contact the originating agency who will FAX or email a copy of the original report to the requestor for court or other official uses.

4. Printing copies from LInX is highly restricted. Users may only retain printed copies temporarily and shall not place printed copies in an official file or submit them to a court. Printed copies must be destroyed, shredded, or burned promptly. Printed copies may not be made for members of non-participating agencies.

5. Any requests for reports or data in LInX records from anyone other than a party to this agreement will be directed to the contributing party. Participating agencies in LInX agree to not disclose another agencies reports or information to a third party. Even when an agency receives an official request for disclosure, LInX agencies agree to refer such requests to the originating agency of the report for action.

6. Each Agency retains sole ownership of, sole responsibility for, and exclusive control over the content of the information that it contributes to LInX, and it may at will at any time update, correct, or delete the information that it contributes to LInX

7. Agencies will have access to LInX via a secure Internet connection. Agencies are responsible for providing and maintaining their own Internet connectivity to LInX.

8. LInX will maintain an audit capability that will log the date, time, subject, and originating account of all user queries. The LInX Governance Board will maintain these audit logs for at least five years.