

COPY

**DEPARTMENT OF STATE POLICE
LAW ENFORCEMENT DATA SYSTEM
USER AGREEMENT**

- I. **PARTIES.** The Parties to this Agreement are the State of Oregon, acting by and through the Department of State Police ("OSP") and **NEWBERG MUNICIPAL COURT** ("User").
- II. **PURPOSE.** The purpose of this Agreement is to provide User access to and use of information contained in the Oregon Criminal Offender Information System and the Federal Criminal Offender Information System (Federal Information) in the manner and to the extent authorized by OAR 257-010-0025, OAR 257, Division 015, and as provided in the Law Enforcement Data System Operating Manual (LEDS Manual).
- III. **DEFINITIONS.** Terms used in this Agreement are defined in OAR chapter 257, Divisions 010 and 015, unless another definition is referenced herein. The phrase "criminal offender information" as used in this Agreement includes both Criminal Offender Information (as defined in OAR 257-010-0015) and Federal Information (as defined in Section II herein).
- IV. **TERM.** This Agreement shall become effective on the date signed by all of the Parties, and shall continue in effect without a scheduled termination date, except as provided in Section V herein. Each party agrees to review this Agreement annually to ensure that the terms and conditions remain appropriate to the needs, duties and circumstances of the reviewer, and may propose amendments to this Agreement at any time.
- V. **TERMINATION.**
 - A. Either Party may terminate this agreement upon thirty (30) days written notice to the other Party.
 - B. This Agreement shall expire thirty (30) days after the User official who executes this Agreement no longer holds the position held at time of execution of this Agreement. A new Agreement must be executed during that thirty day period to avoid interruption of User's access to and use of any information provided under this Agreement.
 - C. OSP, in its sole discretion, may impose sanctions upon User if User does not comply with any standards applicable to User under this Agreement, including without limitation federal standards, or with any provision of this Agreement, including without limitation by failing to establish and maintain security, audit and personnel training standards necessary to ensure system security and accuracy, and completeness and timeliness of entries consistent with this Agreement. The sanctions that may be imposed under this Agreement may include imposition of probationary terms and periods, temporary or permanent suspension of User's direct terminal access to criminal offender information, and suspension or termination of this Agreement. Any termination of this Agreement by OSP under this Section V.C may occur immediately upon notice to User.
- VI. **USER WARRANTIES AND REPRESENTATIONS.**
 - A. User warrants and represents that it is authorized to enter into this Agreement and to access and use criminal offender information because it is a Criminal Justice Agency under OAR 257-010-0025.

- B. The individual signing this Agreement on behalf of User warrants and represents that s/he is authorized to act on behalf of User and that User has authorized by any required action, including without limitation by order or ordinance, execution of this Agreement.
- C. User warrants and represents that no person who has been convicted of a crime which could have resulted in a sentence to a federal or state penitentiary will be allowed to operate a terminal accessing Computerized Criminal History (CCH) files or otherwise have access to criminal offender information. Requests for extraordinary circumstance exceptions to this requirement may be submitted, in writing, to the Superintendent of OSP, but no access shall be granted unless and until authorized in writing by OSP.
- D. User warrants and represents that criminal offender information obtained under this Agreement will be used only for purposes authorized by this Agreement and applicable law, will not be disseminated or disclosed in any manner to unauthorized persons or agencies, and will be maintained in secure files until destroyed by burning or shredding in accordance with law.
- E. User warrants and represents that it shall establish and maintain security, audit and personnel training standards adequate to ensure system security and, if User is a Criminal Justice Agency, accuracy, completeness and timeliness of entries made in accordance with Section VII.F of this Agreement.

VII. USER'S DUTIES.

- A. User shall abide by all published rules, policies, and procedures promulgated by OSP governing the administration and operation of the Oregon Criminal Offender Information System, including without limitation the LEDS Manual, and all published rules, policies and procedures of the Federal Bureau of Investigation, National Crime Information Center, Criminal Offender Record Program (NCIC). These rules include, without limitation of the foregoing, that all User personnel operating LEDS terminals are LEDS certified in accordance with OAR 257-015-0050(3).
- B. User shall use the Originating Agency Identification Number (ORI) provided by OSP and appearing on page 1 of this Agreement when accessing or requesting Criminal Offender Information or Federal Information.
- C. User shall comply promptly with all directives of the NCIC and LEDS regarding actions designed to assure compliance by User with all statutes and regulations applicable to this Agreement.
- D. If User is provided direct terminal access under Sections VII.E.1 or VII.F.1, User shall be subject to, and shall bear its own costs and expenses in cooperating with, audits by LEDS or NCIC for compliance with this Agreement. User agrees to make available to LEDS and to NCIC all those facilities, files, data, and other records reasonably necessary and pertinent to the conduct of any audit scheduled or requested by LEDS or NCIC. User shall cooperate and ensure the cooperation of its officers, employees, and agents, in the conduct of any audit. Such cooperation shall include the User's officers, agents, and employees responding to questionnaires and to interviews if requested by LEDS or by NCIC.
- E. If User is not a "Criminal Justice Agency":
 - 1. LEDS TERMINAL; AVAILABLE INFORMATION. User shall have access only to Criminal Offender Information maintained by the Oregon State Police within the Law Enforcement Data System computer files. A User does not have terminal access to Federal Information maintained by the FBI in the NCIC. Access to Federal Information maintained by the FBI in the NCIC is controlled by Title 28, Code of Federal Regulations, Section 20.21. A User that is authorized by an Oregon statute that has been approved by the FBI as meeting the criteria in 28 USC 534 is authorized to access Federal Information through fingerprint card submission only. The fingerprint card submission must be through OSP. If User is provided direct terminal

access by OSP, which access shall be provided in OSP's sole discretion, User should obtain all available information via direct terminal access. If User has not obtained direct terminal access, User shall request available information in writing or by telephone as provided in Section VIII herein.

2. OUT-OF-STATE INFORMATION. If User has not been authorized to access NCIC records by LEDS terminal, User may not use the LEDS terminal to access out-of-state or Federal Information.
3. FEES. User shall pay all fees required by OAR 257-010-0025, including the user fee charged by the Federal Bureau of Investigation at the time any request under Section VII.E.2 is made. User and OSP may agree to establish a monthly billing arrangement for payment of all fees under Sections VII.E.1 and 2.
4. RETENTION OF PRE-EMPLOYMENT SCREENING INFORMATION. Criminal offender information obtained for pre-employment screening that is retained by User will be kept separate from the individual personnel files of the subject of the requested information.

F. If User is a "Criminal Justice Agency":

1. LEDS TERMINAL ACCESS; EMERGENCY TELEPHONE REQUESTS. User shall have access to criminal offender information via a LEDS terminal in accordance with OAR chapter 257, Division 015, and User should obtain all available information via direct terminal access. In case of emergency, User, or any employee, officer or agent of User, may make an emergency telephonic request for criminal offender information to the LEDS Operations Center, (503) 378-5565.
2. TIMELY RECORD ENTRIES. User agrees to enter records timely into LEDS and NCIC as follows:
 - a. **Wanted Persons:** Entry for wanted persons made immediately after decision to arrest or to authorize arrest has been made, and after decision has been made as to whether and how far to go for extradition.
 - b. **Vehicles, Boats, Parts and License Plates:** Entry for stolen or felony motor vehicles, boats, parts, and license plates made immediately upon receipt and verification of information from victim or other responsible party and with the appropriate motor vehicle or boat registration agency, if possible.
 - c. **Guns, Articles and Securities:** Entry of stolen guns, articles, or securities means entry within twenty-four (24) hours of the time when complete information is available.
 - d. **Missing Persons, Unidentified Persons, Persons of Interest, and Restraining Orders:** Entry of missing persons, unidentified persons, persons of interest, and restraining orders immediately after decision has been made that the record qualifies for entry.
3. TIMELY RECORD REMOVAL. User agrees to remove its records in a timely manner. Timely removal means that a record is removed immediately when the purpose for the record is passed.
4. TIMELY INQUIRIES. System inquiries shall be made in a timely manner. A timely inquiry means the inquiry is initiated as close in time as practicable before the information is used by the User.

5. RECORD VALIDATION. User agrees to regularly validate and confirm records it has entered into LEDS and NCIC are complete, accurate and are not subject to removal as provided in Section VII.F.3 herein and in accordance with procedures specified in the LEDS Manual.
6. COMPLETENESS AND ACCURACY. User agrees to maintain its records in LEDS and NCIC in a complete and accurate status, and to use all appropriate information available when making system inquiries or entries.

Complete entries include all applicable information available about the person or property at the time of the entry. The validation process should include a review of whether additional information has become available that should be added to the original entry.

Complete inquires include all available identifying numbers (social security, passport, driver's license number, Vehicle Identification Number, license plate, serial numbers, owner applied numbers, etc.) as well as all known names and alias names used by a suspect.

NCIC policy regarding accuracy of records entered into NCIC requires that entries be double-checked by a second party. Examples of such verification include assuring appropriate crosschecks (VIN/License numbers, name/driver's license numbers, etc.) were made, and data in the record matches the data in the investigative report or other source documents.

A record in LEDS or NCIC files must be modified or removed promptly upon finding information in the record is incorrect or invalid.

7. TEN-MINUTE HIT CONFIRMATION. User agrees to adhere to the LEDS and NCIC confirmation policy including without limitation that the agency that is the originator of a record, or a designated alternate agency, be available twenty-four (24) hours a day to confirm inquiry "hits". Upon receipt of a hit confirmation request from another agency, the originating agency or its designated alternate must, within ten (10) minutes for "URGENT" hit confirmation, or 1 hour for "ROUTINE" hit confirmation, furnish to the requesting agency a substantive response. A substantive response is a positive or negative confirmation or notice of the specific amount of time necessary to confirm the status of the record.

VIII. OSP'S DUTIES.

- A. OSP shall provide User access to criminal offender information to the extent authorized by ORS 181.555 to 181.560 and OAR 257-010-0025 and in the manner provided by OAR chapter 257, Division 15, the LEDS Manual and by this Agreement.
- B. Written and telephonic requests for criminal offender information, other than requests by Criminal Justice Agencies, shall be made to:

OSP Identification Services Section
Records Unit
3772 Portland Road NE
Salem, OR 97301
Phone: (503) 378-3070

- C. OSP shall provide User one copy of the LEDS manual at no cost to User. Additional copies may be obtained from OSP. When online access to the manual is available, OSP may cease providing any hard copy at no cost.

IX. LIABILITY AND INDEMNITY.

- A. User agrees it shall be legally responsible, as between OSP and other users having access to criminal offender information, for the accuracy and completeness of User's records in LEDS and NCIC, the timeliness of entry and removal of records from the system, and for adhering to system security and information access and dissemination requirements.
- B. To the extent permitted by any constitutional and statutory limitations applicable to User including, but not limited to, provisions relating to debt limits and the Oregon Tort Claims Act, User shall indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of User, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

X. GENERAL TERMS AND CONDITIONS.

- A. NOTICES. All notices under this Agreement, other than User's inquiries for criminal offender information, shall be provided to the Administrator and designated LEDS Representative for the Agency/User, and to the LEDS Director for the Department of State Police/OSP. Contact information current on the date this agreement was executed was:

For USER:

AGENCY (USER) ADMINISTRATOR:

NAME: ELIZABETH COMFORT
TITLE: FINANCE DEPARTMENT MANAGER
ADDRESS: 401 E 3RD ST
ADDRESS: PO BOX 970
ADDRESS:
CITY: NEWBERG, OR 97132
PHONE: 503-537-1216
FAX: 503-538-5393
EMAIL: ELIZABETH.COMFORT@CI.NEWBERG.OR.US

AGENCY (USER) LEDS REPRESENTATIVE:

NAME: KELLI TENNANT
ADDRESS: C/O NEWBERG POLICE DEPARTMENT
ADDRESS: 401 E 3RD ST
ADDRESS: PO BOX 970
CITY: NEWBERG, OR 97132
PHONE: 503-538-8321
EMAIL: KELLI.TENNANT@CI.NEWBERG.OR.US

For OSP:

NAME: Terry O'Connell
TITLE: Director, CJIS
ADDRESS: PO Box 14360
CITY: Salem, OR 97309-5074
PHONE: 503-378-3055
FAX: 503-364-2661
EMAIL: terry.oconnell@state.or.us

Notices under this agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

Either Party may notify the other of a change of address designated under this subsection in the manner provided herein without need to amend the Agreement.

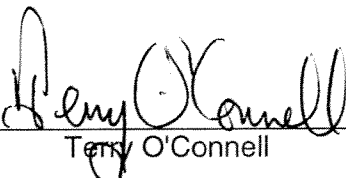
- B. **GOVERNING LAW AND VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSP and User that arises from or relates to this Agreement shall be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon. USER, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- C. **WAIVERS.** The failure of OSP to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.


- D. AUDITS, RECORDS RETENTION. In addition to the requirements of Section VII.D, OSP and its duly authorized representatives shall have access, for a period not less than three (3) years, to books, documents, papers and records of the other Party which are pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcripts.
- E. NON-ASSIGNMENT. This Agreement, and any claim arising under this Agreement, shall not be assigned or delegated by User either in whole or in part.
- F. SEVERABILITY. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions and applications of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- G. WORKERS COMPENSATION INSURANCE. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- H. HEADINGS. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
- I. MERGER. This Agreement sets forth the entire Agreement between the Parties with respect to the subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

XI. SIGNATURES.

OREGON STATE POLICE

NEWBERG MUNICIPAL COURT

By: 
 Title: Director, CJIS
 Date: April 30, 2007

By: 
 Title: FINANCE DEPARTMENT MANAGER
 Date: May 14, 2007

This agreement is executed by the Department of State Police pursuant to ORS Chapter 84.

**DEPARTMENT OF STATE POLICE
LAW ENFORCEMENT DATA SYSTEM
USER AGREEMENT**

- I. **PARTIES.** The Parties to this Agreement are the State of Oregon, acting by and through the Department of State Police ("OSP") and **NEWBERG CITY ATTORNEY** ("User").
- II. **PURPOSE.** The purpose of this Agreement is to provide User access to and use of information contained in the Oregon Criminal Offender Information System and the Federal Criminal Offender Information System (Federal Information) in the manner and to the extent authorized by OAR 257-010-0025, OAR 257, Division 015, and as provided in the Law Enforcement Data System Operating Manual (LEDS Manual).
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- VI. **USER WARRANTIES AND REPRESENTATIONS.**
- A. User warrants and represents that it is authorized to enter into this Agreement and to access and use criminal offender information because it is a Criminal Justice Agency under OAR 257-010-0025.

The individual signing this Agreement on behalf of User warrants and represents that s/he is authorized to act on behalf of User and that User has authorized by any required action, including without limitation by order or ordinance, execution of this Agreement.

- C. User warrants and represents that no person who has been convicted of a crime which could have resulted in a sentence to a federal or state penitentiary will be allowed to operate a terminal accessing Computerized Criminal History (CCH) files or otherwise have access to criminal offender information. Requests for extraordinary circumstance exceptions to this requirement may be submitted, in writing, to the Superintendent of OSP, but no access shall be granted unless and until authorized in writing by OSP.
- D. User warrants and represents that criminal offender information obtained under this Agreement will be used only for purposes authorized by this Agreement and applicable law, will not be disseminated or disclosed in any manner to unauthorized persons or agencies, and will be maintained in secure files until destroyed by burning or shredding in accordance with law.
- E. User warrants and represents that it shall establish and maintain security, audit and personnel training standards adequate to ensure system security and, if User is a Criminal Justice Agency, accuracy, completeness and timeliness of entries made in accordance with Section VII.F of this Agreement.

VII. USER'S DUTIES.

- A. User shall abide by all published rules, policies, and procedures promulgated by OSP governing the administration and operation of the Oregon Criminal Offender Information System, including without limitation the LEDS Manual, and all published rules, policies and procedures of the Federal Bureau of Investigation, National Crime Information Center, Criminal Offender Record Program (NCIC). These rules include, without limitation of the foregoing, that all User personnel operating LEDS terminals are LEDS certified in accordance with OAR 257-015-0050(3).
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 - 1. LEDS TERMINAL; AVAILABLE INFORMATION. User shall have access only to Criminal Offender Information maintained by the Oregon State Police within the Law Enforcement Data System computer files. A User does not have terminal access to Federal Information maintained by the FBI in the NCIC. Access to Federal Information maintained by the FBI in the NCIC is controlled by Title 28, Code of Federal Regulations, Section 20.21. A User that is authorized by an Oregon statute that has been approved by the FBI as meeting the criteria in 28 USC 534 is authorized to access Federal Information through fingerprint card submission only. The fingerprint card submission must be through OSP. If User is provided direct terminal

access by OSP, which access shall be provided in OSP's sole discretion, User should obtain all available information via direct terminal access. If User has not obtained direct terminal access, User shall request available information in writing or by telephone as provided in Section VIII herein.

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3. FEES. User shall pay all fees required by OAR 257-010-0025, including the user fee charged by the Federal Bureau of Investigation at the time any request under Section VII.E.2 is made. User and OSP may agree to establish a monthly billing arrangement for payment of all fees under Sections VII.E.1 and 2.
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 - a. **Wanted Persons:** Entry for wanted persons made immediately after decision to arrest or to authorize arrest has been made, and after decision has been made as to whether and how far to go for extradition.
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A record in LEDS or NCIC files must be modified or removed promptly upon finding information in the record is incorrect or invalid.

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VIII. OSP'S DUTIES.

- A. OSP shall provide User access to criminal offender information to the extent authorized by ORS 181.555 to 181.560 and OAR 257-010-0025 and in the manner provided by OAR chapter 257, Division 15, the LEDS Manual and by this Agreement.
- B. Written and telephonic requests for criminal offender information, other than requests by Criminal Justice Agencies, shall be made to:

OSP Identification Services Section
Records Unit
3772 Portland Road NE
Salem, OR 97301
Phone: (503) 378-3070

- C. OSP shall provide User one copy of the LEDS manual at no cost to User. Additional copies may be obtained from OSP. When online access to the manual is available, OSP may cease providing any hard copy at no cost.

LIABILITY AND INDEMNITY.

- A. User agrees it shall be legally responsible, as between OSP and other users having access to criminal offender information, for the accuracy and completeness of User's records in LEDS and NCIC, the timeliness of entry and removal of records from the system, and for adhering to system security and information access and dissemination requirements.
- B. To the extent permitted by any constitutional and statutory limitations applicable to User including, but not limited to, provisions relating to debt limits and the Oregon Tort Claims Act, User shall indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of User, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

X. GENERAL TERMS AND CONDITIONS.

- A. **NOTICES.** All notices under this Agreement, other than User's inquiries for criminal offender information, shall be provided to the Administrator and designated LEDS Representative for the Agency/User, and to the LEDS Director for the Department of State Police/OSP. Contact information current on the date this agreement was executed was:

For USER:

AGENCY (USER) ADMINISTRATOR:

NAME: TERRENCE D MAHR
TITLE: CITY ATTORNEY
ADDRESS: 414 E 1ST ST
ADDRESS:
ADDRESS:
CITY: NEWBERG, OR 97132
PHONE: 503-537-1248
FAX:
EMAIL: TERRY.MAHR@CI.NEWBERG.OR.US

AGENCY (USER) LEDS REPRESENTATIVE:

NAME: KELLI TENNANT
ADDRESS: C/O NEWBERG-DUNDEE POLICE DEPT
ADDRESS: PO BOX 970
ADDRESS:
CITY: NEWBERG, OR 97132
PHONE: 503-538-8321
EMAIL: KELLI.TENNANT@CI.NEWBERG.OR.US

For OSP:

NAME: Terry O'Connell
TITLE: Director, CJIS
ADDRESS: PO Box 14360
CITY: Salem, OR 97309-5074
PHONE: 503-378-3055
FAX: 503-364-2661
EMAIL: terry.oconnell@state.or.us

Notices under this agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

Either Party may notify the other of a change of address designated under this subsection in the manner provided herein without need to amend the Agreement.

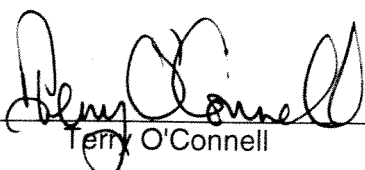
- B. **GOVERNING LAW AND VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSP and User that arises from or relates to this Agreement shall be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon. USER, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- C. **WAIVERS.** The failure of OSP to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

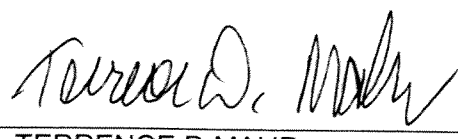
- D. AUDITS, RECORDS RETENTION. In addition to the requirements of Section VII.D, OSP and its duly authorized representatives shall have access, for a period not less than three (3) years, to books, documents, papers and records of the other Party which are pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcripts.
- E. NON-ASSIGNMENT. This Agreement, and any claim arising under this Agreement, shall not be assigned or delegated by User either in whole or in part.
- F. SEVERABILITY. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions and applications of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- G. WORKERS COMPENSATION INSURANCE. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- H. HEADINGS. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
- I. MERGER. This Agreement sets forth the entire Agreement between the Parties with respect to the subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

XI. SIGNATURES.

OREGON STATE POLICE

NEWBERG CITY ATTORNEY

By: 
 Title: Director, CJIS
 Date: May 9, 2007

By: 
 Title: CITY ATTORNEY
 Date: 5/15/07

This agreement is executed by the Department of State Police pursuant to ORS Chapter 84.

Rec'd 6-7-95
L. Smith

Oregon

May 21, 1995

To: Agency LEDS Representatives

From: Lloyd Smith, Director
LEDS

Subject: LEDS User Agreement Renewal

DEPARTMENT OF
STATE POLICE

LAW ENFORCEMENT
DATA SYSTEM

Enclosed is a new LEDS user agreement for signature by your agency administrator. The content of the agreement is the same as before except that the term has been changed to cover the period from July 1, 1995 through June 30, 1997.

LEDS User agreements are renewed every two years, as well as when there is a change in agency administrators. It is the responsibility of the agency LEDS Representative to notify LEDS whenever there is a change in administrators.

Please review the user agency address information on page 1 and complete the user agency information blocks on page 5, the signature page. Then, ask the administrator of your agency to review the agreement and sign and date it where indicated. Please make a copy for your records and return the signed agreement to us before July 1, 1995. It will help us considerably if you will address the return envelope as shown below.

ATTN LEDS User Agreement
400 public Service Building
Salem, OR 97310

Please call me at 378-3054 if you have any questions about the agreement or about any other aspects of the LEDS program.

Enclosure
LS/las

0521agmt



400 Public Service Bldg.
Salem, OR 97310
(503) 378-3054
FAX (503) 363-8249

LAW ENFORCEMENT DATA SYSTEM

USER AGREEMENT

I. PARTIES TO THE AGREEMENT

The parties to this agreement are:

- (1) The Department of Oregon State Police, Law Enforcement Data System Division (hereinafter called LEDS); and the agency identified below (hereinafter called User Agency).

OR036011A CA NGT 20824

- (2) NEWBERG CITY ATTORNEYS OFFICE
414 E 1ST STREET
NEWBERG OR 97132

II. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to ensure that the User Agency understands and agrees to adhere to the rules, policies and procedures for the use of the Oregon Law Enforcement Data System (LEDS), the National Crime Information Center (NCIC) and other systems accessed via LEDS. NCIC policy requires that such an agreement be in effect between a State system and any user agency with access to NCIC. This requirement is also included in LEDS Administrative Rules.

III. COMPLIANCE AUDITS.

From time to time LEDS will audit the User Agency for compliance with this Agreement.

The User Agency agrees to make available , to LEDS and to NCIC, all those facilities, files, data and other records reasonably necessary and pertinent to the conduct of any audit scheduled or requested by LEDS or NCIC. The User Agency shall also cooperate fully, and ensure the full cooperation of it's officers, employees and agents, in the conducting of any audit. Such cooperation shall include the User Agency's officers, agents and employees responding to questionnaires and to interviews if requested by LEDS or by NCIC.

The User Agency shall bear it's own costs and expenses sustained by it in cooperating with any audit.

IV. INCORPORATED DOCUMENTS.

The following documents are incorporated into this Agreement by reference. The User Agency agrees to adhere to the rules, policies and procedures specified in these two documents.

- A. Oregon Administrative Rules (OAR 107-50-000 through OAR 107-50-050), governing use of the Law Enforcement Data System.
- B. The LEDS Operating Manual.

V. TIMELINESS OF RECORD ENTRY

The User Agency agrees to enter records into LEDS and NCIC promptly, to ensure maximum system effectiveness.

Timeliness for various files is defined below.

- A. **Wanted Persons:** A timely entry in the wanted person files means entry made immediately after the decision to arrest or to authorize arrest has been made, and after the decision has been made as to whether and how far to go for extradition.
- B. **Vehicles, Boats, Parts, License Plates:** Timely entry of stolen or felony motor vehicles, boats, parts and license plates means entry made immediately upon receipt and verification of the information with the victim or other responsible party and with the appropriate motor vehicle or boat registration agency, if possible.
- C. **Guns, Articles, Securities:** Timely entry of stolen guns, articles or securities means entry within twenty-four (24) hours of the time when complete information is available.
- D. **Missing Persons, Unidentified Persons, Persons of Interest and Restraining Orders:** Timely entry of missing persons, unidentified persons, persons of interest and restraining orders means entry immediately after the decision has been made that the record qualifies for entry.

VI. TIMELINESS OF RECORD REMOVAL

The User Agency agrees to remove its records in a timely manner. Timely removal of a record from file means an immediate removal once a fugitive has been arrested or is no longer wanted, or when an item of property has been recovered, or when a missing person has been located, etc.

VII. TIMELINESS OF INQUIRY.

The User Agency recognizes the timeliness of system inquiries is important for the promotion of justice and the safety of law enforcement officers and the public. Timeliness of inquiry means initiation of the inquiry before a police officer begins writing an arrest or citation document of any kind, inquiry prior to the release of a person who has been incarcerated, inquiry upon those who appear at a custodial facility to visit inmates, etc.

VIII. RECORD VALIDATION

The User Agency agrees to regularly validate and confirm records it has entered into LEDS and NCIC are complete, accurate and still outstanding or active, following the procedures specified in the LEDS Operating Manual.

IX. COMPLETENESS AND ACCURACY

The User Agency agrees to maintain its records in LEDS and NCIC in a complete and accurate status, and to use all appropriate information available when making system inquiries.

Complete entries include all applicable information available about the person or property at the time of the entry. The validation process should include a review of whether additional information has become available which should be added to the original entry.

Complete inquires include all available identifying numbers (social security, passport, driver's license number, VIN, license plate, serial numbers, owner applied numbers, etc.) as well as all known names and alias names used by a suspect.

NCIC policy regarding accuracy of records entered into NCIC requires that entries be double-checked by a second party. Examples of such verification includes assuring appropriate cross-checks (VIN/License numbers, name/driver's license numbers, etc.) were made, and data in the record matches the data in the investigative report or other source documents.

A record in LEDS or NCIC files must be modified or removed promptly upon finding information in the record is incorrect or invalid.

X. TEN-MINUTE HIT CONFIRMATION

The User Agency agrees to adhere to the LEDS & NCIC confirmation policy. LEDS and NCIC policies require the originating agency of a record, or a designated alternate agency, be available twenty-four (24) hours a day to confirm inquiry "hits". Upon receipt of a hit confirmation request from another agency, the originating agency or its designated alternate must, within ten (10) minutes for "URGENT" hit confirmation, or 1 hour for "ROUTINE" hit confirmation, furnish to the requesting agency a substantive response. This means a positive or negative confirmation or notice of the specific amount of time necessary to confirm the status of the record.

XI. LEGAL RESPONSIBILITIES FOR RECORD ENTRIES AND INFORMATION ACCESS AND DISSEMINATION

The User Agency agrees it shall be legally responsible, as between LEDS and other user agencies and the User Agency, for the accuracy and completeness of its records in LEDS and NCIC, the timeliness of entry and removal of records from the system, and for adhering to system security and information access and dissemination requirements. This paragraph pertains only to the relative rights and responsibilities of LEDS and user agencies and does not constitute an undertaking of any duties with respect to third parties.

XII. STANDARDS AND SANCTIONS

The User Agency agrees to establish and maintain security standards, audit standards and personal training standards adequate to ensure system security and the accuracy, completeness and timeliness of entries consistent with this Agreement and the standards established in the incorporated documents (Part IV).

The User Agency shall comply promptly with all directives of NCIC or LEDS regarding actions designed to assure compliance by the User Agency with the standards referenced in this part.

LEDS shall have the discretion to require the User Agency's compliance with the standards by taking such action as the circumstances of non-compliance or risks of non-compliance require in the particular case. Remedial action that may be required by LEDS may include, but is not limited to, informal verbal requests for curative action by the User Agency, letters requiring curative steps to be taken by the User Agency and specifying a reasonable time for the accomplishment of those steps, or requirements for the review or monitoring of the User Agency's operations.

LEDS is also authorized to impose sanctions for non-compliance with the standards contained or incorporated by reference in this Agreement, and for any failure or refusal to take corrective action. The nature and scope of the sanctions shall be at the sole discretion of LEDS. The authority to impose sanctions shall include authority to impose probationary terms and periods, and ultimately extends to temporarily or permanently disabling the User Agency's terminal access or terminating this Agreement on such notice as may be deemed reasonable by LEDS.

