

EXTENSION OF AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 1980, by and between the State of Oregon, Department of Human Resources Corrections Division and the City of Portland, a municipal corporation:

WHEREAS, the Department of Human Resources Corrections Division is a criminal justice agency using the Columbia Region Information Sharing System (CRISS); and

WHEREAS, the Bureau of Police, City of Portland, is responsible for administration and operation of CRISS; and

WHEREAS, the new CRISS system will not be implemented until approximately October 31, 1980;

NOW, THEREFORE, the parties agree that the existing agreement for provision of CRISS services, dated December 6, 1979, and incorporated herein by reference, shall be extended to be effective until the new CRISS system is implemented (approximately October 31, 1980). The terms, conditions, and schedule of payments shall be the same as in the present agreement.

A new agreement will be executed upon implementation of the new CRISS system.

The undersigned parties acknowledge that they have read this agreement, understand it and agree to be bound by its terms and conditions.

CITY OF PORTLAND, OREGON

STATE OF OREGON

By: _____
Charles Jordan, Commissioner
Department of Public Safety

By: _____
Bob Pillsbury, Deputy Chief
Parole and Probation

By: _____
George Yerkovich, Auditor

By: _____
Louis Lewandowski, Manager
ADP Support Services

Approved as to form:

By: _____
City Attorney

By: _____
R.J. Watson, Administrator
Corrections Division

A G R E E M E N T

THIS AGREEMENT, made this 6th day of December, 19 79, by and between the Department of Human Resources Corrections Division (hereinafter "COR"), and the CITY OF PORTLAND, a municipal corporation (hereinafter "City");

W I T N E S S E T H :

WHEREAS, the Bureau of Computer Services (hereinafter "BOCS"), is an agency of the City, responsible for maintenance and support of the Columbia Region Information Sharing System (hereinafter "CRISS"), and

WHEREAS, the COR is an agency desirous of continued use and access to CRISS; and

WHEREAS, the parties desire for the City to provide CRISS services of BOCS to the COR on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

- 1.) City, through BOCS, shall provide CRISS services/support to the COR, specifically, those listed on Schedule A and software support for the above to include CRISS files/software.
- 2.) This agreement shall take effect upon installation of Courier Equipment and shall be for the term, to and including June 30, 1980.
- 3.) BOCS shall provide the COR at least thirty (30) days written notice of changes to CRISS and/or its procedures which will require modifications to be made to the COR procedures. No changes may be made without such written notice unless the COR shall approve such changes in writing.
- 4.) COR may terminate this agreement by providing notice in writing not less than thirty (30) days prior to termination. Written notice must be sent registered or certified mail and will commence on date of postmark.
- 5.) For BOCS's services hereunder, the COR shall pay City an amount determined according to Schedule A.

The rate schedule provided for herein is based on service demand estimates supplied by the COR to BOCS.

Any demand by the COR for services in excess of or materially different than those supplied in the estimate must be preceded by a Memorandum of Understanding between BOCS and the COR.

- 6.) City shall bill the COR periodically according to Schedule B, within ten (10) days of the end of the billing period for the amounts described in Schedule A, and the COR shall remit to City the amounts shown on such billings within thirty (30) days following receipt of City's billings. In the event the COR fails to remit any such amounts when due, interest at the rate of one percent (1%) per month on the unpaid balance shall be added to the amount due the COR to City. If the COR considers any amount billed pursuant to Paragraph 4 to be improper, the COR shall, within thirty (30) days after receiving City's billing, therefore, submit a notice to City protesting the billing of such amount. Upon such notice, the parties shall mutually resolve the protested billing. If no resolution is reached by the parties within thirty (30) days after City's receipt of the COR's notice of protest, the protest shall be submitted to arbitration pursuant to ORS Chapter 33. Notwithstanding anything in this paragraph to the contrary, interest shall not accrue on the portion of any billing which is the subject of a protest by the COR pursuant to this paragraph while resolution or arbitration of such protest is pending.
- 7.) City will make available to the COR upon request, data from which the charges were calculated. These data will be saved for at least two (2) years following the expiration of this agreement.
- 8.) In the event of partial or total destruction of facilities or equipment, other disaster or other circumstances beyond City's control which render further performance by City difficult or impossible, City may terminate this agreement upon written notice to the COR and all obligations of the parties accruing after the date of such notice shall immediately cease. In the event of termination by City, City shall, to the extent practicable, assist the COR in finding alternative sources of the services to be provided by City hereunder, and shall deliver to the COR or such entity as the COR directs all CRISS data remaining in City's possession which are associated with the COR records.
- 9.) The Director, BOCS, shall be responsible for the quality of service provided to the COR users of CRISS through their agent, the Deputy Chief, Parole and Probation, COR. The Deputy Chief, Parole and Probation, COR shall be responsible for representing his users in all matters pertaining to the adequacy of services and their associated satisfaction.

- 10.) Neither party may assign its rights or obligations under this agreement without the written consent of the other.
- 11.) Security and privacy procedures and policies conforming to Schedule C (attached) which satisfy state/federal regulations will be enforced by BOCS and the COR.
- 12.) Any notice or writing required by this agreement to be transmitted from one party to the other shall be addressed as follows:

If to City: Leonard L. Yoon, Director
 Bureau of Computer Services
 430 Southwest Morrison #420
 Portland, Oregon 97204

If to COR: Mr. Bob Pillsbury
 Corrections Division
 Department of Human Resources
 412 Southwest 12th
 Portland, Oregon 97205

CITY OF PORTLAND, OREGON

DEPARTMENT OF HUMAN RESOURCES

By: Leonard L. Yoon
 Leonard L. Yoon

By: Bob Pillsbury
 Bob Pillsbury, Deputy Chief
 Parole and Probation

Approved as to form:

By: _____
 City Attorney

By: Lou Lewandowski
 Lou Lewandowski, Manager
 ADP Support Services

By: R.J. Watson
 R.J. Watson, Administrator
 Corrections Division

APPROVED

JAN 04 1980

By _____ Date _____

EXECUTIVE DEPARTMENT

EQUIPMENT:

1 ea. Courier Terminal 270 Model 2700-3	\$ 59.00/mo.
1 ea. Terminal Controller Model 2710	92.00/mo.
1 ea. 120 cps Printer Model 8702 & Integrated Controller	147.00/mo.
1 ea. 8702/2710 Interface Model 1442	31.00/mo.

SERVICES:

1 ea. 4800 baud Modem Port Charge Line Charge	\$345.00/mo.
BOS Charges (for billing, etc.)	41.84/mo.
Monthly Maintenance Charge	<u>260.25/mo.</u>
 TOTAL EQUIPMENT AND SERVICES	 \$976.09/mo.

SCHEDULE D

PERIOD

ENDING DATE

1

2

3

4

5

6

Dec. 31, 1979

7

Jan. 17, 1980

8

Feb. 14, 1980

9

Mar. 14, 1980

10

Apr. 11, 1980

11

May 09, 1980

12

June 08, 1980

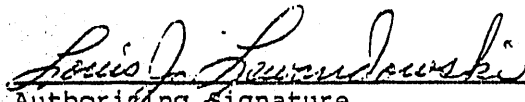
13

June 30, 1980

SCHEDULE C

We, Department of Human Resources, Corrections Division, hereby authorize City of Portland, Bureau of Computer Services, to invoice us for data processing costs incurred in usage of the CRISS system commencing on installation date, at a cost not to exceed \$976.09 per month. We can charge this cost to Field Services Budget, Page 193, Line 18 under Other Services & Supplies.

Please send invoice to:	<u>Lou Lewandowski</u>
Name of Agency;	<u>Department of Human Resources, COR</u>
Address:	<u>2575 Center Street N.E.</u>
City, State, Zip:	<u>Salem, Oregon 97310</u>
Telephone No.:	<u>378-2284</u>



 Authorizing Signature

Manager, ADP Support Services

 Title

 Date

COLUMBIA REGION INFORMATION SHARING SYSTEM

SECURITY POLICY

I. PURPOSE

It is the purpose of this policy to assure that criminal history record information, wherever it appears is stored, collected, and disseminated in a manner to ensure 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, or an information system, whether manual or automated.
- "Criminal history record information "(CHRI)" 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 agency" means any court or other governmental agency or any sub-unit thereof which performs the administration of justice pursuant to a statute or an executive order, and which allocates a substantial part of its budget to the administration of criminal justice and any agency by Executive Order of the Governor of the State of Oregon.
- "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 (CJI)" means information collected by criminal justice agencies that is needed for the performance of their legally authorized and required functions. This is the broadest information term and includes CHRI 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 continued without finding, charge dismissed, charge dismissed due to insanity, charge dismissed due to mental incompetency, 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, found insane, found mentally incompetent, pardoned, probation before conviction, sentence commuted, adjudication withheld, mistrial -- 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 CRISS, 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 to 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 which maintains the information, except reports to an authorized repository.
- "Intelligence and investigative information (I & I)" 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.
- "CRISS" is an automated criminal justice information system which is under the management control of the Portland Police Bureau, is operated and maintained by the Bureau of Computer Services of the City of Portland, and which utilizes the equipment and facilities of the Data Processing Authority of Multnomah County for electronic storage and retrieval of CJI stored in the local computer data base and, through electronic communications devices, CJI which are

accessible through the Oregon Law Enforcement Data System. CRISS does not extend to CJI files which are internally administered and maintained by the various criminal justice agencies which may contribute information to and otherwise access the CRISS data base.

III. LIMITS ON ACCESS

Access to CRISS CJI shall be limited to criminal justice agencies which 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 CRISS CJI may disseminate any CRISS CJI to individuals or agencies which do not have access to this 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 which may arise from the improper dissemination of CRISS CJI shall rest entirely with the criminal justice agency and individuals who disseminated the information improperly.

Dissemination of Juvenile CJI shall be restricted as follows:

- 1.) Information related to warrants, verified suspects, runaways, missing persons, witnesses, or complainants may be disseminated to authorized agencies and persons outside multnomah County.

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 192.500.

V. ACCURACY AND COMPLETENESS

Each criminal justice agency which stores, collects, or disseminates CRISS CHRI shall establish procedures to ensure the accuracy and completeness of CHRI. No CHRI 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 CRISS 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 CRISS 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 CHRI which is contained in the CRISS files for purposes of review and challenge.

The Portland Police Bureau shall establish procedures which:

- 1.) Inform an individual in writing, upon written request, the CRISS CHRI concerning him;
- 2.) Make available to a person, upon written request, the CRISS CHRI concerning him;
- 3.) Allow a person to contest the accuracy, completeness or relevancy of his CHRI;
- 4.) Allow CRISS CHRI 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 CRISS maintains inaccurate or incomplete CHRI concerning himself to submit a written statement to the Portland Police Bureau setting forth what he believes to be an accurate or complete version of that CHRI. 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 Section under the appropriate CRISS Identification Number and any subsequent response to a request for CRISS CHRI shall disclose the existence of the statement challenging the accuracy or completeness of the CRISS CHRI.

VII. INFORMATION CONTROL AND RESPONSIBILITY

Additions, modifications, and deletions of information stored in the CRISS data base shall be restricted to specifically authorized individuals and computer terminal devices. Each CRISS user agency will provide the Director of the Bureau of Computer Services with a list of the terminals within the agency which will be permitted to enter changes into CRISS data base and which will be restricted to inquiry only status.

Each CRISS user agency shall be responsible for the accuracy, completeness, and integrity of all information which it adds, modifies, and deletes from the CRISS data base.

VIII. SECURITY

A. Physical Security

Each CRISS user agency shall be responsible for maintaining the physical security of all computer terminals which are capable of accessing CRISS, as well as any printed output or system documentation which might permit unauthorized access to or use of CRISS from within the agency.

The County Data Processing Authority shall maintain strict security in the Computer Operations area. A log will be maintained of all persons entering and leaving the Computer room. DPA shall maintain a list of persons authorized access to the Computer Room. Only persons who shall be authorized access. All persons except on-duty Computer Operators and their immediate Supervisors shall indicate on the log the purpose of their presence in the Computer room. Copies of this log shall be retained by DPA Operations for (1) year and be available for inspection by the Portland Police Bureau at any-time.

The Bureau of Computer Services shall provide suitable and secure off-site storage of CRISS data base files and operating software sufficient to minimize the potential loss of information and system capability in the event of the intentional or accidental destruction of the integrity of the CRISS data base at the Data Processing Authority.

B. On-Line Security

The Bureau of Computer Services shall provide sufficient software to ensure that only authorized individuals and computer terminals can access the CRISS data base or the information accessible through the Law Enforcement Data System. This software may require CRISS on-line terminal users to enter special identification codes and passwords before being allowed to make any inquiry into CRISS files. The Bureau of Computer Services will supply CRISS users with the ability to deactivate their computer terminals when those terminals are unattended.

C. Personnel Security

Any persons having authorized access to CRISS CHRI 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 informaton provided by the person and to public record information, including a check of the CRISS Persons File, the Oregon Law Enforcement Data System files, the National Crime Information Center files and FBI Criminal Identification Files.

Upon investigation, any person found to have provided intentionally false information of their personal statements, or who are shown to have been arrested and convicted for committing an offense which, under Oregon law, can result in sentence to a state penal institution for adults, or who are shown to have been arrested and convicted for 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 CRISS CHRI 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 CRISS computer terminal devices and to that area of the DPA facility which contains the DPA computer and any storage of CRISS files or documentation. Portland Police Bureau shall have the right to remove any individual from the list authorized to access CHRI. By itself, denial of access to CRISS shall not constitute grounds for dismissal of any employee from his employment.

IX. AUDIT

The Bureau of Computer Services shall provide sufficient computer software to ensure the automatic recording of all on-line transactions originating or terminating at a CRISS computer terminal. This record shall be preserved in a form which will allow periodic and unscheduled audits of all transactions in an efficient and convenient manner and shall include, to the extent feasible, the following information about each recorded transaction:

- 1.) Date and time of day;
- 2.) Type of transaction;
- 3.) Origin of transaction;
- 4.) Termination of transaction;
- 5.) Identification number of terminal operator;

Any CRISS user agency may request an audit of its own transactions at any time. The Bureau of Computer Services shall provide the requesting agency with the necessary information to permit the audit.

Each CRISS user agency shall maintain a log of all disseminations of CHRI to individuals and non-criminal justice agencies outside its own organization. These logs shall include, but not be limited to, the following information about each individual record so disseminated:

- 1.) Date and time of day;
- 2.) Identification number of the Person File record released;
- 3.) Identification of the person and agency who received the CHRI;
- 4.) Identification of the CRISS user agency person who released the CHRI.

The Portland Police Bureau may request an audit of any CRISS user agency's dissemination log at any time.

X. 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 Bureau of Computer Services. If the Portland Police Bureau determines that there has been a violation of this Security Policy it may take, but not be limited to, the following actions:

CRISS Security Policy
Page seven

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

In no case shall an agency be denied access to any information which it has contributed to CRISS.

Willful violation of the provisions contained in Paragraphs III and IV of this Security Policy with regard to the dissemination and use of CHRI contained in or obtained through CRISS by any employee or agent of the City or County may result in sanctions by the employer against the individual or individuals who committed the violation.

ORDINANCE NO.

150158

An Ordinance authorizing an agreement between the City of Portland, Bureau of Police, and the State of Oregon Department of Human Resources, Corrections Division for continued provision of Columbia Region Information Sharing System (CRISS) services from July 1, 1980 until the new CRISS system is operational (about October 31, 1980); transferring appropriations from General Operating Contingency to the Bureau of Police, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The Columbia Region Information Sharing System (CRISS) is acknowledged as a legal law enforcement information system and meets the restrictions and guidelines as to Federal rules and regulations for privacy, confidentiality and security; and that all agencies using CRISS will adhere to the CRISS Security Policy (Exhibit B, Schedule 1).
2. The State of Oregon Department of Human Resources, Corrections Division is an authorized criminal justice agency which desires to continue use of and access to CRISS.
3. The Bureau of Police will provide CRISS services from July 1, 1980 until the new CRISS system is available (approximately October 31, 1980) at the same rates, terms, and conditions as the present agreement for CRISS usage (which is attached to the original herooof as Exhibit A).
4. Exhibit B, attached to the original hereof, is an appropriate form for extension of the present agreement.
5. A revised agreement will be executed upon implementation of the new CRISS system (approximately October 31, 1980).
6. Funds for lease of the computer terminal equipment necessary for provision of these CRISS services were not included in the FY 80-81 appropriation of the Bureau of Police.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Safety and Auditor are authorized to enter into an agreement with State of Oregon Department of Human Resources, Corrections Division in form similar to Exhibit B.
- b. The State of Oregon Department of Human Resources, Corrections Division agrees to pay \$976.09 per month to the City of Portland, Bureau of Police for the stated CRISS services; such revenues shall be deposited to the General Fund.
- c. \$1,316 is transferred within the General Fund, from Operating Contingency, Unforeseen Reimbursable Expenditures, (20200022) to the Bureau of Police, AU 100, RU 117 - Information Systems Division, BUC 11700098, Object Code 230, Equipment Rental.

Calendar No. 2801

ORDINANCE No. 150158

Title

An Ordinance authorizing an agreement between the City of Portland, Bureau of Police, and the State of Oregon Department of Human Resources, Corrections Division for continued provision of Columbia Region Information Sharing System (CRISS) services from July 1, 1980 until the new CRISS system is operational (about October 31, 1980); transferring appropriations from General Operating Contingency to the Bureau of Police, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie		
Jordan		
Lindberg		
Schwab		
McCready		

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Filed JUL 31 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Gordon Cravell*
Deputy

INTRODUCED BY
Commissioner Charles Jordan

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety <i>Charles Jordan, jr</i>
Utilities
Works

BUREAU APPROVAL
Bureau:
Police
Prepared By: <i>M.A. Sims</i> Date: <i>7/22/80</i>
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>B.R. Baker by B.M. Daynes</i>
B.R. BAKER, Chief of Police

NOTED BY
City Attorney
City Auditor
City Engineer