

EXTENSION OF AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 1980, by and between the School District No. 1, Multnomah County, Portland Public Schools Police, and the City of Portland, a municipal corporation.

WHEREAS, the Portland Public Schools Police, School District No. 1, 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 September 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

SCHOOL DISTRICT NO. 1

By: _____
Charles Jordan, Commissioner
Department of Public Safety

By: _____
Leonard W. Schmurr, Chief
Portland Public Schools Police

By: _____
George Yerkovich, Auditor

Approved as to form:

By: _____
City Attorney

A G R E E M E N T

THIS AGREEMENT made this 6 day of September, 1978,
by and between the Portland Public Schools Police 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 Columbia Region Information Sharing System (hereinafter "CRISS") and

WHEREAS, the Portland Public Schools Police is an agency desirous of continued use and access to CRISS; and

WHEREAS, the parties desire for City to provide CRISS services and equipment of BOCS to the Portland Public Schools Police 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/equipment to the Portland Public Schools Police: Specifically, that equipment listed on Schedule A, and those services/support listed on Schedule A and software support for the above at the level recently enjoyed by all other groups using the CRISS system prior to this agreement, this would include CRISS files/software.
- 2.) This agreement shall take effect on Aug. 20, 1978 and be for the term, to and including June 30, 1980.
- 3.) BOCS shall provide the Portland Public Schools Police at least thirty (30) days written notice of changes to CRISS and/or its procedures which will require modifications to be made to the Portland Public Schools Police procedures. No changes may be made without such written notice unless the Portland Public Schools Police shall approve such changes in writing.
- 4.) For BOCS's equipment/services hereunder, the Portland Public Schools Police shall pay City an amount determined according to Schedule A.

Schedule A, provided herein, is based on service demand estimates supplied by the Portland Public Schools Police to BOCS.

Any demand by the Portland Public Schools Police 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 Portland Public Schools Police.

- 5.) City shall bill the Portland Public Schools Police 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 Portland Public Schools Police shall remit to City the amounts shown on such billings within thirty (30) days following receipt of City's billings. In the event the Portland Public Schools Police 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 Portland Public Schools Police to the City. If the Portland Public Schools Police considers any amount billed pursuant to Paragraph 4 to be improper, the Portland Public Schools Police 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 Portland Public Schools Police'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 Portland Public Schools Police pursuant to this paragraph while resolution or arbitration of such protest is pending.
- 6.) City will make available to the Portland Public Schools Police 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.

- 7.) 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 Portland Public Schools Police 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 Portland Public Schools Police in finding alternative sources of the services to be provided by City hereunder, and shall deliver to the Portland Public Schools Police or such entity as the Portland Public Schools Police directs all CRISS data remaining in City's possession which are associated with the Portland Public Schools Police records.

- 8.) The Director, BOCS, shall be responsible for the quality of service provided to the Portland Public Schools Police users of CRISS through their agent, Chief Leonard W. Schmurr. Chief Schmurr shall be responsible for representing his users in all matters pertaining to the adequacy of services and their associated satisfaction.
- 9.) Neither party may assign its rights or obligations under this agreement without the written consent of the other.
- 10.) Security and privacy procedures and policies conforming to Schedule C which satisfy state/federal regulations will be enforced by BOCS and the Portland Public Schools Police.
- 11.) 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:

Mr. Kenneth C. Jones, Director
Office of Management Services
1220 Southwest Fifth Avenue
Suite 407
Portland, Oregon 97204

If to Portland Public Schools Police:

Chief Leonard W. Schmurr
Portland Public Schools Police
501 N. Dixon
Portland, Oregon 97227

CITY OF PORTLAND, OREGON

PORTLAND PUBLIC SCHOOLS POLICE

BY: Leonard L. Yoon
Leonard L. Yoon, Director
Bureau of Computer Services

BY: Leonard W. Schurr
Leonard W. Schurr, Chief
Portland Public Schools Police

Approved as to form:

BY: APPROVED AS TO FORM
City Attorney Christopher P. [Signature]
CITY ATTORNEY *use*

RECEIVED BY

EQUIPMENT:

1 ea. Courier Terminal 270 Model 3	\$ 56.00/mo.
1 ea. Terminal Controller Model 2701	87.00/mo.
1 ea. 120 cps Printer Model 8742	106.00/mo.
1 ea. Printer Controller Model 2730	66.00/mo.

SERVICES:

1 ea. 4800 Baud Modem Port Charge Line Charge	\$345.00/mo.
BOCS Charges (for billing, etc.)	41.84/mo.
Monthly Maintenance charge	<u>260.25/mo.</u>
 TOTAL EQUIPMENT AND SERVICES	 \$962.09/mo.

SCHEDULE B

<u>PERIOD</u>	<u>ENDING DATE</u>
1	Aug. 01, 1979
2	Aug. 29, 1979
3	Sept. 26, 1979
4	Oct. 24, 1979
5	Nov. 21, 1979
6	Dec. 19, 1979
7	Jan. 16, 1980
8	Feb. 13, 1980
9	Mar. 12, 1980
10	Apr. 09, 1980
11	May 07, 1980
12	June 04, 1980
13	June 30, 1980

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 CJJ 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 CJJ 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 CJJ may disseminate any CRISS CJJ 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 CJJ shall rest entirely with the criminal justice agency and individuals who disseminated the information improperly.

Dissemination of Juvenile CJJ 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.

150159

An Ordinance authorizing an agreement between the City of Portland, Bureau of Police, and the School District No. 1, Portland School Police, 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 sharing 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 School District No. 1, Portland School Police 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 hereof as Exhibit A).
4. Exhibit B, attached to the original hereof, is an appropriate form of 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 School District No. 1, Portland School Police in form similar to Exhibit B.
- b. The School District No. 1, Portland School Police agrees to pay \$962.09 per month to the City of Portland, Bureau of Police, for the stated CRISS services; such as revenues shall be deposited to the General Fund.
- c. \$1,324 is transferred within the General Fund, from Operating Contingency, Unforeseen Reimbursable Expenditures, (2020022) to the Bureau of Police, AU 100, RU 117 - Information Systems Division, BUC 11700098, Object Code 230, Equipment Rental.

ORDINANCE No.

Section 2. The Council declares that an emergency exists, because the appropriation is needed immediately in the account to which it is to be transferred so that there will be no delay or interruption of services; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

ORDINANCE No. 120072

Ordinance No. 120072

Police, and declaring an emergency.
 Operating Contingency for the Bureau of
 Insuring and Appropriations from General
 is operational (about October 31, 1980);
 July 1, 1980 until the new CRIS2 system
 during system (CRIS2) services from
 Division of Columbia Region Information
 Systems School Police for continuing
 Police and the Police District No. 1,
 between the City of Portland, Bureau of
 an Ordinance authorizing an agreement
THE

Mayor of the City of Portland
GEORGE YERKOVICH

201-31 1980

Passed by the Council, **AUG 6 1980**

Commissioner Jordan
 July 22, 1980
 M.A. Sims: aft

Attest:

Serge Guilford
 Auditor of the City of Portland

Calendar No. 2802

ORDINANCE No. 150159

Title

An Ordinance authorizing an agreement between the City of Portland, Bureau of Police, and the School District No. 1, Portland School Police 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 Croell*
Deputy

INTRODUCED BY
Commissioner Charles Jordan

NOTED BY THE COMMISSIONER

Affairs
Finance and Administration
Safety *Charles Jordan per*
Utilities
Works

BUREAU APPROVAL

Bureau:
Police

Prepared By: *M.A. Sims* Date: 7/22/80

Budget Impact Review:
 Completed Not required

Bureau Head:
B. R. Baker by bmtlayne
B.R. BAKER, Chief of Police

NOTED BY

City Attorney
City Auditor
City Engineer