A G R E E M E N T

THIS AGREEMENT, made this _____ day of _____, 19____, by and between MULTNOMAH COUNTY, a home rule subdivision of the State of Oregon (hereinafter "County") and the City of Portland, a municipal corporation (hereinafter "City");

WHEREAS, the Bureau of Police (hereinafter "PPB") is an agency of City, responsible for administration and operation of Columbia Region Information Sharing System (hereinafter "CRISS"); and

WHEREAS, the Department of Justice Services (hereinafter "DJS") is an agency of County desirous of continued use of and access to CRISS; and

WHEREAS, the parties desire for City to provide CRISS services to County on the terms and conditions hereafter set forth;

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

I. GENERAL

A. Prior agreements notwithstanding, the parties hereby agree that henceforth City, through PPB, shall possess and exercise the same authority and responsibility to operate and maintain CRISS as if CRISS were the personal property of City.

B. Pursuant to directions of Law Enforcement Data System (LEDS) and Part IV of the NCIC Computerized Criminal History Program Background, Concept and Police dated October 20, 1976, the parties agree that the Portland Police Bureau, City law enforcement agency, shall exercise management control over that portion of the County Data Processing Authority (hereinafter "DPA") computer, electronic switch, and computer terminals which utilize CRISS programs and software to interface directly or indirectly with the NCIC computer for the interstate exchange of criminal history information.

C. PPB shall have the authority to set and enforce: (1) priorities; (2) standards for selection, supervision, and termination of personnel; and (3) policy covering the operation of that portion of County's DPA's equipment and personnel engaged in storing, processing, and transmitting criminal history record information in interstate exchange.

D. The authority exercised by PPB over County DPA's equipment and personnel pursuant to this Agreement shall be in accordance with and limited to the Security Policy in schedule A which is hereby incorporated into this Agreement.

E. In case of conflict with any prior agreements establishing management control over that portion of the County DPA's equipment and personnel engaged in storing, processing, and transmitting criminal history record information in interstate exchange, this Agreement shall prevail.

F. Nothing in this Agreement shall change title to or ownership of any facility, computer, equipment, or any other real or personal property of the parties.

II. TERMINATION OF AGREEMENT

The term of this Agreement shall be from July 1, 1980, through and including June 30, 1981.

III. LEVEL OF SERVICES

A. City shall maintain and support all CRISS computer programs and software required to provide DJS and its subordinate agencies with the capabilities and information services available to them during the year ending June 30,1980, or until such time as City completes conversion to the new CRISS. Thereafter, City shall provide County with the level of service provided to all "Formula 1" users as described in Schedule B of this agreement.

B. City shall provide DJS at least thirty (30) days written notice of changes to CRISS and/or CRISS procedures which will require modifications in County procedures. If DJS determines that the changes will adversely affect the level of service or will increase the cost of CRISS services to the County, DJS may request an additional thirty (30) day delay in implementation of the change.

IV. CHARGES FOR SERVICES

A. Until such time as City completes conversion to the new CRISS, charges for CRISS services delivered to County pursuant to this Agreement, unless otherwise provided herein, shall be based upon the following:

1. Twenty-five percent (25%) of the actual personnel costs (salaries and fringe benefits) of Bureau of Computer Services accrued during the billing period which were incurred performing the following CRISS service and support functions.

   a. Maintaining CRISS Access and Security Modules;
   b. Recovering from CRISS system failures;
   c. Maintaining LEDS Interface;
   d. Maintaining Monthly UCR and Statistical Reports Programs;
   e. Maintaining Edit Programs and the BPST Module;
   f. Maintaining CRISS on-line Programs and special Software;
   g. Responding to day-to-day user problems;
   h. Maintaining CRISS Purge Programs;
   i. Scheduling CRISS File Reorganizations and Purges;
   j. Correcting CRISS Data Base after Error Discovery; and

2. Twenty-five (25%) of the actual batch processing costs billed to City by Data Processing Authority (hereinafter "DPA") which were accrued during the billing period and which were incurred while performing the CRISS service and support functions listed above, and

3. Twenty-five percent (25%) of the actual disk storage costs billed to City by DPA for storage of CRISS data.

B. Based upon an average monthly charge to the County for the year ending June 30, 1980 for a level of service similar to that indicated in "A" above of $1,388.00 per month, plus an inflation factor of 10 percent, the monthly charge to the County for City CRISS services shall not exceed $1,527.00 per month for the term of this agreement.

C. After the County begins to receive the level of service of a "Formula 1" User of the new CRISS system, the monthly charge to the County for that level of service shall not exceed the monthly charge of $1,527.00 per month.

D. County shall be responsible for direct payment for lease charges or other provision of computer terminal equipment used by DJS. No costs for such equipment, including on-line charges by DPA for usage of said equipment, are included in this agreement.

E. The total cost to the County for City services provided under this agreement shall not exceed $18,324.00 for the fiscal year from July 1, 1980 through June 30, 1981. This cost is contingent upon the rates charged to the City by the Data Processing Authority. Any substantial increase in charges and/or rates by the DPA will require a renegotiation of the rates for CRISS services to DJS.

V. INVOICES

City shall bill DJS by accounting periods (schedule B), beginning on or after July 30, 1980, for charges accumulated during the previous accounting period, including any unpaid balance from prior months.

VI. PAYMENTS

A. County shall remit to City the amounts shown on each accounting period invoice within thirty (30) days following receipt of said invoice. In the event that County 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 from County. If County considers any amount billed pursuant to this Agreement to be improper, County shall, within thirty (30) days following receipt of the City's invoice, submit a notice to City protesting said invoice. Upon such notice, the parties shall mutually resolve the issue of the protest. If no resolution is reached within thirty (30) days following City's receipt of County's notice, the protest shall be submitted to arbitration pursuant to ORS Chapter 33. Other provisions herein notwithstanding, interest shall not accrue on the portion of any billing while it is the subject of protest by the County.

B. City will make available to County, upon request, data from which the charges shown on any invoice were calculated. These supporting data shall be saved by City for at least two (2) years following the expiration of this Agreement.

VII. FORCE MAJEURE

In the event of partial or total destruction of facilities or equipment, or other disaster or circumstances beyond City's control which render further performance by City difficult or impossible, City may terminate this Agreement upon written notice to County 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 County in finding alternative sources of the services to be provided by City hereunder, and shall deliver to County or such entity as County may direct all CRISS data remaining in City's possession which are associated with County records.

IX. NOTICES

All notices pursuant to the terms of this Agreement shall be addressed as follows:

Notices to City -

Bruce R. Baker
Chief of Police
222 S.W. Pine Street
Portland, OR 97204

Notices to County -

Mr. Tuck Wilson, Director
Department of Justice Services
County Courthouse, Room 809
Portland, OR 97204

X. SPECIAL CONDITION

Any financial obligation by either party under this Agreement shall be subject to the annual appropriation of funds by the governing bodies of the County and City governments.

CITY OF PORTLAND, OREGON

By:_____
        Charles Jordan, Commissioner
        Department of Public Safety

Approved as to form:

By:_____
        City Attorney

_____
George Yerhovich, Auditor

MULTNOMAH COUNTY, OREGON

By:_____
        Chairman
        Board of County Commissioners

Approved as to form:

By:_____
        County Councel

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.

IIL 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.

Not withstanding 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, inlcuding 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:

150842

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.

CRISS SERVICES FOR INQUIRY ONLY USERS
(Formula 1 Usage)   150842

The Portland Bureau of Police will provide the following services of the Columbia Region Information Sharing System (CRISS) for inquiry only (cost formula 1) users:

1. LEDS Message Processsor -

   This subsystem gives the same capabilities as a direct LEDS terminal, including message routing and access to LEDS/NCIC/MVD data files.

2. Name Inquiry -

   This subsystem provides the capability to inquire into the CRISS files by name, patrol name, alias or moniker and to receive the following displays:

   a) Multiple Hits Name Display
   b) Name Display
   c) Name Display - page 2
   d) Business Name Display
   e) Name/Vehicle Association
   f) Case Involvement
   g) Name/Custody Display
   h) Miscellaneous Name Information

3. Hot Sheet -

   This subsystem lists stolen and recovered vehicles.

ORDINANCE No. 150842

An Ordinance authorizing a contract for the City of Portland, Bureau of Police to provide Columbia Region Information Sharing System (CRISS) services to Multnomah County from July 1, 1980 through June 30, 1981.

The City of Portland ordains:

Section 1. The Council finds:

1. 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 A, Schedule A).

2. The Multnomah County Department of Justice Services is desirous of continuing its participation within CRISS.

3. The Multnomah County Department of Justice Services, being an accredited law enforcement agency is eligible to use and share CRISS data.

4. Exhibit A attached to the original hereof, is an appropriate form of agreement.
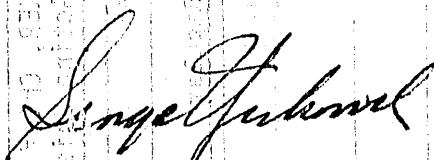
NOW, THEREFORE, the Council directs:

a. The Commissioner of Public Safety and Auditor are authorized to enter into a contract with Multnomah County, in form similar to Exhibit A.

b. Revenue received from Multnomah County shall be credited to the CRISS operating budget of the Bureau of Police.

Passed by the Council, DEC 1 0 1980

Commissioner Jordan
November 4, 1980
M.A. Sims: afm

Attest:

Auditor of the City of Portland

Page No.

4319

Calendar No. ~~4240~~

ORDINANCE No. 150842

Title

An Ordinance authorizing a contract for the City of Portland, Bureau of Police, to provide Columbia Region Information Sharing System (CRISS) services to Multnomah County from July 1, 1980 through June 30, 1981.

DEC 3 1980

PASSED TO SECOND READING **DEC 1 0 1980**

Filed: **NOV 2 4 1980**

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By _Gordon Troell_
Deputy

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

FOUR-FIFTHS CALENDAR		
Ivancie		
Jordan		
Lindberg		
Schwab		
McCready		

INTRODUCED BY
Commissioner Charles Jordan

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety _Charles Jordan, jr._
Utilities
Works

BUREAU APPROVAL
Bureau: Police
Prepared By: _M.A. Sims_   Date: 11/4/80
Budget Impact Review: ☐ Completed   ☐ Not required
Bureau Head: B. R. BAKER, Chief of Police
Gary M. Haynes, Acting Chief of Police

CALENDAR	
Consent XX	Regular

NOTED BY
City Attorney
City Auditor
City Engineer