RESOLUTION NO. 18-2003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT RENEWING THE CURRENT AGREEMENT BETWEEN THE CITIES OF PORTLAND AND MILWAUKIE FOR PORTLAND POLICE DATA SYSTEM (PPDS).

WHEREAS, the Milwaukie Police Department and the Portland Police Bureau's Portland Police Data System have been operating access to police investigative records for more than five years through an intergovernmental agreement to provide for the accurate maintenance of police records, reports, and criminal investigations as a critical mission of the police department; and

WHEREAS, the cost of records maintenance, access, retrieval, and accuracy for police investigations and crime analysis for operational deployment is critical to maintaining public trust as part of the public safety system; and

WHEREAS, collaboration and partnering to create economies of scale are cost effective and create higher levels of efficiency in government, and for the police department to individually and independently operate a statewide records management system would be economically prohibitive;

NOW, THEREFORE, BE IT RESOLVED that the City Council adopt a resolution authorizing the City Manager to sign an intergovernmental agreement (IGA) renewing the current agreement between the City of Milwaukie and the City of Portland for police records data entry, access, and crime analysis.

Introduced and adopted by the City Council on May 6, 2003.

This resolution is effective on May 6, 2003.

James Bernard, Mayor

ATTEST:

Pat DuVal

Pat DuVal, City Recorder

APPROVED AS TO FORM:
Ramis, Crew, Corrigan & Bachrach, LLP

City Attorney

INTERGOVERNMENTAL AGREEMENT

This agreement for services (Agreement) is between the City of Portland Police Bureau, Oregon (**Provider**), 1111 SW Second Avenue, Portland, Oregon 97204, and the (**Receiver**) Milwaukie Police Department, 3200 SE Harrison Street, Milwaukie, OR 97222.

RECITALS:

The Provider and the Receiver desire to enter into this agreement by the terms of which the Provider, through its Bureau of Police, will provide access to its Portland Police Data System (PPDS), a law enforcement information system, to the Receiver, on the terms set forth in this agreement.

AGREEMENT:

1. SCOPE OF PROVIDER SERVICES

   a. Provide access via networked PC computers for inquiry and full entry into the computerized data base files of the PPDS system.

   b. Provide the necessary programs, access, and data storage so that **(Receiver)** cases and related information can be entered into PPDS files.

   c. Produce standard PPDS reports for **(Receiver)** data; and other reports as mutually agreed.

   d. Provide standard Oregon Uniform Crime Reporting (OUCR) data for **(Receiver)** cases to the State of Oregon LEDS/OUCR.

   e. Provide access via networked PC computers to related criminal justice services as mutually agreed.

   f. Provide manuals and training to Receiver staff regarding utilization of the computer terminals and procedures for access to information.

   g. Perform services related to PPDS access such as liaison with vendors for maintenance service calls, etc.

2. SCOPE OF RECEIVER RESPONSIBILITY

   a. The Receiver agrees that all its personnel will perform only those PPDS functions authorized, and that it, or its personnel, will not attempt any programming, program modifications, or similar activities within the PPDS system unless specifically authorized in writing by the Portland Police Bureau.

   b. The Receiver agency agrees, pursuant to the directions of the State of Oregon Law Enforcement Data System (LEDS) and Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy that the Portland Police Bureau shall establish policy and exercise management control over all operations of the PPDS system.

   c. In the event of violation of the provisions of this agreement, or violation of the security policy by personnel of the Receiver, the Provider shall have the authority to restrict or prohibit access to the PPDS system by the Receiver agency terminals until resolution of the problem to the satisfaction of the Provider. The Receiver shall be notified in writing of such action, and there shall be no charge for access during any time that access is

prohibited.

d. The Receiver agency shall perform data entry of its data into PPDS and shall conform to the standards and procedures established by the Provider regarding such data entry.

3. COMPENSATION

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

4. BILLING AND PAYMENT PROCEDURE

The Provider shall invoice the Receiver quarterly. The Receiver shall submit payment within 30 days of receipt of the invoice from the Provider.

5. EFFECTIVE DATE

This agreement shall be effective as of January 1, 2002, and shall terminate upon proper notice by the parties as provided in this agreement.

6. PROVIDER CONTACT PERSON

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

7. RECEIVER CONTACT PERSON

For information concerning PPDS usage by the Receiver, contact should be made with Esther Gartner, Information Systems Manager, City of Milwaukie, Oregon (503) 786-7404.

8. NOTICE

Any notice provided for under this agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Provider:

Rita Drake
Bureau of Police
Fiscal Services
1111 SW Second Avenue, Room 1202
Portland, Oregon 97204-3232

If to the Receiver:

Milwaukie Police Department
Larry Kanzler, Chief
3200 SE Harrison Street
Milwaukie, OR 97222

9. AMENDMENTS

The Provider and the Receiver may amend this agreement at any time only by written amendment executed by the Provider and the Receiver. Any change in Number 1, SCOPE OF PROVIDER SERVICES, or in EXHIBIT A, SCHEDULE OF CHARGES, shall be deemed an amendment subject to this section.

10. TERMINATION OF AGREEMENT

This agreement may be terminated by either party on 30 days written notice of such termination to the other party.

11. PAYMENT ON TERMINATION

In the event of termination under Number 10, TERMINATION OF AGREEMENT, hereof, Receiver shall pay the contractor for work performed in accordance with the agreement prior to the termination date.

12. COMPLIANCE WITH LAWS

In connection with its activities under this agreement, the Provider shall comply with all applicable federal, state, and local laws and regulations.

Specifically, the Receiver agrees to comply with the PPDS Security Policy with regard to security and privacy regulations affecting usage and dissemination of criminal history and investigative information.

13. OREGON LAW AND FORUM

a. This agreement shall be construed according to the law of the State of Oregon.

b. Any litigation between Receiver and the Provider arising under this agreement or out of work performed under this agreement shall occur in the appropriate court located in Multnomah or Clackamas County.

14. INDEMNIFICATION

Receiver-City of Milwaukie shall hold harmless, defend, and indemnify the City of Portland, it's officers, agents, and employees from and against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from Receiver-City of Milwaukie's activities under this agreement. Provider-City of Portland shall hold harmless, defend and indemnify City of Milwaukie, its officers, agents and employees from and against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from Provider-City of Portland's activities under this agreement.

15. ASSIGNMENT

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

16. INTEGRATION

This agreement contains the entire agreement between Receiver and the Provider and supersedes all prior written or oral discussions or agreements.

PROVIDER: City of Portland

By: _____
Name: Vera Katz
Title: Mayor
Date: _____

By: _____
Name: Gary Blackmer
Title: Auditor
Date: _____

APPROVED AS TO FORM:

_____
City Attorney, City of Portland

Date: _____

RECEIVER, City of Milwaukie

By: _____
Name: Michael F. Swanson
Title: City Manager
Date: 5/6/03

By:
Name:
Title:
Date:

APPROVED AS TO FORM:

_____
City Attorney, City of Milwaukie

Date: 5/6/03

EXHIBIT A
SCHEDULE OF COSTS

The City of Milwaukie Police Department (Receiver), as a "full entry" user of the Portland Police Data System (PPDS), shall pay to the City of Portland (Provider) the following monthly amount for PPDS services. Unless other arrangements are made, the Receiver will be billed quarterly.

Items provided by Receiver:

1 CISCO (2610 Modular Router with 1 Ethernet port) Manuf.Part #:CISCO2610
1 CISCO (600/1700/2600/3600 Series Router 1-Port T1/Frac T1 DSU/CSU Wan Interface Card)
Manuf.Part #: Wic-1dcu-T1=
1 CISCO (2600 Series Router IP/FW Plus IPSec 3DES Feature Pack 12.0.5)
Manuf.Part #:CD26-CHK2-12.0.7
1 CISCO (SMARTnet Category 2 Maintenance 8x5) Manuf.Part #:CON-SNT-PKG2
1 CISCO Acad/Govt. Catalyst1912 Ethernet Switch (13 Ports) Manuf.Part #WS-C1912-A
Miscellaneous CAT 5 cables
Frame Relay circuit and installation (T1)

One Time Costs:

PPDS address file development		$3,000.00
PPDS program modifications		1,600.00
Data entry staff training (2 people for 2 weeks)		4,800.00
Network and Connectivity		2,000.00
	TOTAL	$11,400.00

PPDS/LEDS Monthly Access Fee & On-Going Costs:

System Access and Usage		$750.00
Data Processing Services and Data Storage		750.00
Data Entry Technical Support		100.00
CISCO Router Maintenance		25.00
One PVC at Central Site		35.00
	Total	$1,660.00

Services Included in the Above Monthly and One Time Costs:

A. Full PPDS inquiry access at up to ten networked PC's and printers. PPDS currently includes all case process by Portland Police Bureau, Beaverton PD, Tigard PD, St. Helens, and Multnomah County Sheriff.
B. Capability to enter all Milwaukie PD reports into PPDS.
C. Full LEDS access through PPDS.
E. All OUCR reporting to the State of Oregon.

F. Tactical inquiry capability into all PPDS data.
G. A copy of the latest version of the Portland Police Bureau Forms WORD Templates will be provided. Software licensing costs and modifications will be the responsibility of the Milwaukie Police Department.

Services not included in this proposal:

A. Court coordinator (Receiver will have access only, no entry).
B. Personnel system (no access)
C. CAD system (Access to Multnomah County data only).
D. No mobile MDT/MDC access to PPDS data.
E. Cost of conversion and storage of historic data, if desired.
F. Facilities cost at Milwaukie PD office, if needed, (wiring, remodeling, etc.).
G. Report forms revision and associated officer training.
H. Address file development requires moderate clerical support, one time cost assumes clerical support is provided by Milwaukie PD.
I. The Milwaukie PD portion of the PPD address file will need regular maintenance. If performed by PPDS there will be an additional cost (to be determined).
J. All equipment, network and communication costs and maintenance costs except the frame relay PVC will be paid directly by the City of Milwaukie Police Department.
K. All agencies and personnel entering data into PPDS must meet the quality standards established standards established by PPB Records Division. If additional staff training is needed additional costs will be incurred. (Currently entry training is charged at $30.00 per hour).
L. If PPDS user training is desired the cost is $400.00 per four-hour session. If hands on computer training is required the class size will be limited to twelve persons. If training is done in a presentation only format, there is no limit to the attendees.

Additional Considerations:

A. PPB has added mug shots into PPDS.
B. It may be possible to provide PPDS or a subset to mobile units in vehicles in the future. Costs for this service are not included in this schedule.
C. The schedule of monthly costs is based upon entry by Milwaukie Police Department of approximate 4,500 cases per year.

Exhibit B
Portland Police Data System
Security Policy

I. PURPOSE

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

II. DEFINITION OF TERMS

As used in this statement of policy:

Access means the authority to review or receive information from files, records, and information systems, whether manual or automated.

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

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

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

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

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

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

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

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

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

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

III. LIMITS ON ACCESS

A. **Physical Security** - Each PPDS user agency shall be responsible for maintaining the physical security of all electronic devices that are capable of accessing PPDS, as well as any printed output or system documentation which might permit unauthorized access to or use of PPDS from within the agency.

B. **On-Line Security** - The PPDS system provides software to ensure that only authorized individuals and electronic devices can access the PPDS databases or the information available through LEDS. This software may require PPDS users to enter special identification codes and passwords before being allowed to make any inquiry into PPDS files.

C. **Personnel Security** - Any persons having authorized access to PPDS criminal history record information shall be required to complete a personal history statement. After completion of the form, the person will be fingerprinted and a background investigation will be conducted by the user agency. That investigation shall include, but not be limited to, verification of information provided by the person and to public record information, including a check of the PPDS persons file, the Oregon LEDS files, the National Crime Information Center files, and FBI Criminal Identification files. Upon investigation, any person found to have provided intentionally false information in their personal statements, or who are shown to have been arrested and convicted for committing an offense which, under Oregon law, can result in a sentence to a state penal institution for adults, or who are shown to have been arrested and convicted of committing a Class A or B felony as a juvenile in the State of Oregon within the past five (5) years shall be immediately denied all access to PPDS criminal history record information and shall be notified by the investigating agency, in writing, of this action. The person denied access may challenge the denial. If not successfully challenged within thirty (30) days of receipt of notice, the employer of the person shall provide the Portland Police Bureau with written notice that said person is denied access to all devices with access to PPDS files. Portland Police Bureau shall have the right to remove any individual from the list authorized to access criminal history record information. By itself, denial of access to PPDS shall not constitute grounds for dismissal of any employee from her/his employment.

IX. POLICY ENFORCEMENT

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

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

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

Exhibit A
Schedule of costs
July 01, 2003 – June 30, 2004

The City of Milwaukie agrees to pay the City of Portland the following monthly amounts for Portland Police Data System (PPDS) service. Unless other arrangements are made, the City of Milwaukie will be billed quarterly.

Monthly on going fees

• PPDS Access	$ 550.00 per month
• DP services and data storage	$ 750.00 per month approx. 6000 cases/year
• Data entry technical support	$ 100.00 per month
Monthly Total	**$1400.00**

Services included in the above monthly costs

- Full PPDS inquiry access at up to ten networked PC's and printers.
- Capability to enter all Milwaukie PD reports into PPDS.
- Access to Multnomah County mug shots via ePPDS.
- Extensive set of tactical, operational, and statistical management reports.
- All OUCR reporting to the State of Oregon.

Services not included in this proposal

- No capability to enter into the Court Scheduling sub-system.
- No access to the Personnel sub-system.
- No mobile MDT/MDC access to PPDS data.
- No LEDS access through PPDS.
- All equipment, network and communication costs and maintenance costs will be paid directly by the City of Milwaukie.

PPDS Monthly Charge Schedule for Service

Effective July 1, 2003

Inquiry Services

Number of Users	PPDS Inquiry	PPDS Inquiry & Full LEDS
1	$350.00	$400.00
2– 10	$550.00	$650.00
11 – 25	$650.00	$800.00
26 – 99	$1000.00	$1200.00
100+	$1500.00	$2000.00

Services Included:

- Full PPDS inquiry access at up to the specified number of devices/users.
- Full query and entry LEDS access if covered in agreement.
- PPDS includes access to Multnomah County mug shots from PPDS name records. This function is available at no additional cost to agencies that have appropriate connectivity.

Services Not Included:

- Data line charges, equipment or maintenance costs, facilities (wiring, remodeling, etc.).
- Mobile/wireless access to PPDS.
- One time costs incurred in establishing a new customer agency, changing type of service delivery, or moving an existing customer agency.

Entry Services

Rate Scale for DP Services and Data Storage
Based on cases processed annually

Annual Case Load	Monthly Rate
Up to 4,000	$500.00
4000 to 7,500	$750.00
7,500 to 15,000	$1,500.00
15,000 to 40,000	$2,000.00
40,000 to 75,000	$4,000.00

Agency	2002 Cases
Beaverton PD	11,000
Hillsboro PD*	**10,000**
Milwaukie PD	5,300
MCSO/Fairview	10,000
Portland PB	123,000
Scappoose PD	1,150
St. Helens PD	3,200
Tigard PD	7,500
Washington Co. Sheriff	25,000

* Estimated case load

Additional Monthly Service Rates

Full access to Court Scheduling System	$100.00
Court Scheduling Technical Support	$100.00
Data Entry Technical Support	$100.00

Charges for services such as initial set up, training, service delivery changes, etc., are additional, and are determined on a case-by-case basis.