

**PORTLAND POLICE BUREAU
ICP OBSERVATION/STREET LEVEL OBSERVATION
REQUEST**

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Dear Applicant:

If you meet the following criteria, you are welcome to apply for the opportunity to observe the Portland Police Bureau (PPB) during a demonstration event, either or both at the Incident Command Post (ICP) or on the ground, and to be provided an escorted tour of PPB facilities and operations as it relates to police management of the event.

1. You must be at least 21 years of age at the time of application and must have proof of age and identity.
2. You must be willing to submit to a background and/or criminal history check prior to your sit-along and acknowledge that your application may be rejected at the discretion of PPB based on the results of that background/criminal history check.
3. You must be willing to adhere to all rules of the observation and tour as defined below.
4. You must be willing to be escorted by a PPB officer at all times while inside the PPB facilities.
5. You must be willing to sign the attached Non-Disclosure Agreement and Hold Harmless Agreements and be bound to their limitations.

This observation and tour period begins at the initial briefing on the day of the demonstration event and concludes at the end of the event and/or the end of informal briefing on the day of the event, if any, whichever is later.

You will be assigned a PPB officer to guide you through your observation period and tour. If you are assigned an officer that is assigned an ICP police function, you will be shadowing that officer and expected to remain at or near their position of function. If you are assigned an officer that is not performing an ICP function, you will sit or stand in designated area(s) and watch the

event management with that assigned officer. One officer may be assigned to escort more than one Applicant.

This observation and tour opportunity does not entitle the Applicant unlimited access to all areas of the ICP or any PPB facility, nor does it provide the Applicant with access to all materials and documents that ICP personnel may be working with during the observation period.

The following rules apply to the observation and tour at the ICP and PPB facilities:

1. The PPB employee assigned to escort you will dictate where you sit or stand during your observation and tour period. Your location will be at a conversational distance from your escort so that you may converse and ask questions. However, the seating or standing location will be established so that you cannot see any proprietary work product or confidential information. Additionally, space is limited in the ICP, so the location of your observation may also be dictated by space availability.
2. Though you will be escorted at all times while in PPB facilities, if for any reason you find yourself unescorted while in the ICP, you agree to stay at your seated or standing location.
3. You must comply with all directions given by your assigned PPB employee or any police member.
4. You may not operate any Bureau equipment, including but not limited to computers and telephones.
5. Due to space limitations and confidentiality restrictions, only you as the Applicant may attend the event. You may not bring with you any other person whose job is audio or visual recording or photography. You also may not bring any professional video or photography equipment yourself. If you are disabled person in need of a translator, please notify PPB in advance of your visit and a PPB-approved translator will be supplied for you.
6. You cannot audio or video record any happenings in the ICP or briefings. You are also generally prohibited from taking still photographs; however, you may request permission to do so and if your assigned escort (in consultation with supervisors) determines that you may, you will be allowed to take still photos of designated places/objects/persons. But, if those images are published, you must blur out all computer screens, television screens, and readily identifiable faces or any personnel that have not otherwise consented in writing to release or use of their image.
7. You will not be allowed to carry or possess any firearm or other weapon in PPB facilities.

8. You will be bound by the terms of attached Non-Disclosure Agreement.
9. The Bureau member may terminate your sit-along at any time, without explanation or advance notice, if the Bureau determines immediate termination is warranted or needed. In that event, you will be escorted out the PPB facility immediately.
10. An approved observation and tour request grants the Applicant the right to one (1) escorted visit for one (1) protest management event only. PPB will notify the accepted Applicant of the time of the initial briefing and the expected time of the event. The Applicant must arrive at least ten (10) minutes before the scheduled briefing so that their arrival does not interrupt the briefing.
11. For media applicants, defined herein consistent with the Non-Disclosure Agreement, the Applicant is expected to attend the entire demonstration event, including the briefing, so that all facts needed for full coverage of the event are available. Failure to do so may result in a denial of future sit-along requests, depending on the reason the observation period is cut short. Non-media applicants may elect to sit-along for less time than the event and may arrive and depart at any time during their allotted observation period.

However, under no circumstances will a shortened observation time for any Applicant entitle the Applicant to additional observation time during a different protest event. Further, once an Applicant leaves the PPB Facility during a demonstration observation, they cannot re-enter. (With the exception of an escorted re-entry after a street level observation period, if any).

12. While at the ICP or at a PPB facility, you may be exposed to confidential information and discussions otherwise protected by the attorney-client privilege. While every effort will be made to engage in confidential discussions outside of your hearing range, it is possible by virtue of the dynamic and emergent nature of some protest management decisions that you will overhear communications between the PPB and their attorneys. Your ability to hear and/or hearing of such conversations will not in any way waive the attorney-client privilege, and you are strictly prohibited from divulging to anyone for any reason (outside of a court order) the contents of any communications intercepted or overheard between PPB and their counsel.

By filling out the application and signing below, you indicate your agreement and understanding of the contents of this form and your rights and responsibilities as a community member engaged in a demonstration management observation and tour. You also understand and agree that the attached Non-Disclosure Agreement and Hold Harmless Agreements are part of your obligations if this Application is approved.

When completed, please return this form, the Non-Disclosure Agreement, and the Hold Harmless Agreements to PPB. You must submit this form no later than two (2) business days prior to the date or event you request to observe so that security checks can be made and reporting instructions communicated to you (unless a shorter time period for return is approved by PPB).

[See Application Next Page, Remainder of Page Intentionally Blank]

APPLICATION FORM

Today's Date _____

1. Please list the date and event that you would like to observe

2. Last Name _____

3. First Name _____

4. Middle Name _____

5. Pen Names, Alias, Other Names _____

6. Home Address _____

7. Home Phone _____ Cellular Phone _____

8. Business Name (if any) _____

9. Business Address (if any) _____

10. Business Phone (if any) _____

11. Preferred Email Address _____

12. Date of Birth _____

13. Emergency Contact Name and Phone _____

14. Have you been arrested or convicted for a crime? _____

15. If no, skip this question and state "NA." If yes, for what and when? _____

16. Please state the reason(s) why you wish to sit-along with PPB during a demonstration event at the ICP? If a member of the media, please indicate whether you intend to draft or publish a story regarding your observations.

[See Non-Disclosure Agreement Next Page, Remainder of Page Intentionally Blank]

[For Bureau Use Only]

PPDS/LEDS/NCIC Wants Checked by _____

DPSST _____

Member Assigned to Applicant _____

DPSST (or if non-sworn, personnel number) _____

Sgt./Supervisor Approval _____

DPSST _____

Date Approved _____

NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (Agreement) is entered into as of _____ (date) by _____ (name of Applicant) and the City of Portland, through the Portland Police Bureau (collectively “City”), and sets forth the Applicant’s obligations of confidentiality regarding information that they may come into contact with during their course of their observation and tour at a PPB facility.

Definitions

1. “Confidential Information” means any information disclosed by a PPB member to the Applicant, directly or indirectly, inadvertently or intentionally, in writing, orally, or by inspection of tangible objects (including, but not limited to, documents, prototypes, samples, and equipment), which is designated by stamp as “Confidential,” “Proprietary,” or which a PPB member states is confidential, or which is protected as confidential by Oregon Public Records laws or attorney-client privilege. By way of example, but not limitation, confidential information for purposes of this Agreement will include: 1) names, birthdays, social security numbers, and contact information for any victims, suspects, or witnesses; 2) details regarding any investigations or arrests related to Measure 11 crimes, elder abuse crimes, any allegations regarding minor victims, and crimes committed by juveniles; 3) names, birthdays, social security numbers, and contact information for any PPB member or law enforcement officer with a partner agency or jurisdiction; 4) PPB personnel files or documents related to internal affairs investigations or discipline; and 5) tactical or operational information or decisions that describe methods or results of criminal intelligence gathering.
2. “Disclosing Party” means the Party that provides, or allows access to, their own or a Third Party’s Confidential Information to the Receiving Party.
3. “Media Applicant” means a Receiving Party that meets all the following criteria: 1) they have applied for and been approved for an observation and tour at the ICP and/or an escort on the ground with PPB during protest management activities; 2) they have listed a business name and business address in their Application that is verified as a news source with mass distribution

capability; and 3) they have indicated an intention in response to Question 16 of the Application that they will draft and/or publish a story regarding their observations.

4. “Receiving Party” means the Party that receives, or gains access to, Confidential Information of the Disclosing Party or a Third Party.

5. “Third Party” includes, but is not limited to alleged crime victims, suspects, witnesses, and partner law enforcement agencies.

Exceptions

6. Confidential Information for purposes of this Agreement will not include the following: 1) information that was publicly known and made generally available in the public domain prior to the time of disclosure or after disclosure by the Disclosing Party; 2) information obtained by the Receiving Party from a Third Party without a breach of such Third Party’s obligation of confidentiality; or 3) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information. Confidential Information for purposes of this Agreement will also not include general descriptions of conversations between the Receiving Party and their assigned PPB employee or any other PPB employee. Direct quotes of the assigned employee or any other member interviewed or conversed with are Confidential unless the assigned employee otherwise consents to and authorizes publication of their direct quote.

7. For Media Applicants granted access to the PPB facilities, to supplement the definition of Confidential Information that cannot be disseminated, the following information specifically may be disseminated to the public and shall not be construed as confidential: 1) dates and times of observations; 2) the names and ranks of command staff participating at the ICP in the crowd management event; 3) any PPB Directives referenced or applied during the course of the event; 4) general descriptions of the occurrences at the ICP (e.g. number of personnel, generic depictions of the kinds of decisions made); and 5) the Media Applicants opinions regarding their observations. The following are considered Confidential and dissemination of this information by a Media Applicant is strictly prohibited: 1) the sources of any intelligence that forms the basis

of PPB preparation decisions; 2) the sources of any incoming intelligence unfolding during the protest event; 3) copies of any written documents or presentations received or reviewed at any briefing; 4) the identities and ranks of any undercover officer of any law enforcement agency used at a crowd event, if any; 5) any overheard conversations between PPB and their attorneys; and 6) any audio or video recordings of the ICP or PPB facilities during the protest event or briefing(s), or still photographs that were not approved as set forth in the Application.

Obligations

8. The Receiving Party shall treat as confidential all Confidential Information and shall use at least the same standard of care to maintain the confidentiality of the Disclosing Party's or Third Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, provided in no event will such standard be less than reasonable care.

9. The Receiving Party shall not disclose the Disclosing Party's or a Third Party's Confidential Information to any persons other than those directors, officers, employees, agents, accountants and advisors of the Receiving Party ("Representatives") who have a business-related need to have access to such Confidential Information and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. The Receiving Party shall be responsible for the breach of this Agreement by any of its representatives.

10. The Receiving Party shall promptly advise the Disclosing Party in writing if it learns of any unauthorized disclosure of Confidential Information by one of their Representatives. The Receiving Party will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of its Confidential Information and/or to prevent unauthorized disclosure of same.

11. The Receiving Party shall not remove any Confidential Information furnished by the Disclosing Party from any City or PPB facility.

12. The Receiving Party may make personal written notes memorializing their observations and remove same from the PPB facility; however, all such notes must be generic and may not memorialize any of the specific Confidential Information outlined in Paragraphs 1 or 6 above.

13. The Receiving Party shall not make any audio or video recordings of the event on any device. Still photographs may be taken and disseminated so long as all computer monitors, television monitors, and employee faces are blurred. Still photos of employees may be used if the Receiving Party obtains a Photo Release from the employee.

14. The Receiving Party shall not copy, reproduce, or disseminate any Confidential Information furnished by the Disclosing Party or Third Party, except that an approved Media Applicant may publish and disclose information pursuant to Sections 1, 6, or 7 herein in or on the media platform that employs them.

15. The Receiving Party shall not repeat orally or in writing overheard conversations amongst PPB members where the topic regards Confidential Information. This includes conversations between PPB and their attorneys or legal representatives.

16. The Receiving Party may disclose the Disclosing Party's or a Third Party's Confidential Information if required by law or by the order of any court or administrative proceeding so long as the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to disclosure and cooperates in obtaining an order protecting the information from disclosure if requested by the Disclosing Party. The Receiving Party will not oppose any action by the Disclosing Party to seek a protective order or other remedy.

No Warranty or License

17. All Confidential Information and non-confidential information disclosed or learned through observation is provided "as is." The Disclosing Party makes no warranties, express, implied, or otherwise, regarding the accuracy, completeness, merchantability or fitness for a particular purpose of its Confidential Information.

18. Nothing in this Agreement is intended to grant any rights to the Receiving Party or Third Party under any patent, copyright, or other intellectual property right, nor will this Agreement grant the Receiving Party or any Third-Party rights in or to the Confidential Information of the Disclosing party, except as expressly set forth in this Agreement.

Destruction or Return of Confidential Information

19. In the event the Receiving Party is given or does obtain copies or reproductions of Confidential Information, the Receiving Party shall, within three (3) business days, return to the Disclosing Party all Confidential Information and documentation furnished to or obtained by Receiving Party at the Disclosing Party's request.

Term

20. This Non-Disclosure Agreement shall automatically terminate seven (7) years from the date executed. Termination shall not, however, affect the rights and obligations contained herein with respect to Confidential Information supplied hereunder prior to termination; such rights and obligations relating to Confidential Information shall continue for ten (10) years from the date of receipt thereof.

Remedies

21. Each party acknowledges that all of the Disclosing Party's Confidential Information is owned solely by the Disclosing Party and its successors or assignees and that the unauthorized disclosure or use of such Confidential Information, or any breach of the terms herein, would cause irreparable harm and significant injury the degree of which may be difficult to ascertain. Accordingly, the Disclosing Party shall have the right to obtain an immediate injunction from any court of competent jurisdiction enjoining breach of this Agreement and/or disclosure of the Confidential Information. The Disclosing Party shall also have the right to pursue any other rights or remedies available at law or equity for such a breach. This includes attorney's fees and costs.

22. The Receiving Party acknowledges that access to PPB facilities and Confidential Information during an observation and tour is a privilege and not a right. Thus, the Receiving

Party agrees to waive any claims and hold City and PPB harmless for any perceived failure of the Disclosing Party to grant the Receiving Party access to Confidential Information, or for any restriction on the Receiving Party's ability to use, reproduce, or publish Confidential Information.

Miscellaneous

23. This Agreement will bind and inure to the benefit of the parties and their successors and assigns.

24. The laws of the State of Oregon will govern this Agreement; both parties consent to choice of law and/or litigation to take place in Portland Oregon, either in the Multnomah County District Court or United States District Court as applicable.

25. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision.

26. This Agreement may not be amended, nor any obligation waived, except by a written amendment signed by both parties.

27. This document contains the entire agreement between the parties with respect to the subject matter of this Agreement.

Signature of Applicant

Date Signed

Printed Name of Applicant

Signature of PPB Sgt. or Supervisor Approving Application

Date Signed

Printed Name and DPSST of PPB Sgt. or Supervisor Approving Application

[See Hold Harmless Agreement 1 Next Page]

ICP OBSERVATION AND TOUR HOLD HARMLESS AGREEMENT

I, the undersigned, have read and understand the entire contents of this form, the Application Rules, and the Non-Disclosure Agreement, and ask the Portland Police Bureau for permission to act as an observer in a Police Bureau facility. This observation is for the purpose of my educational benefit. If permission is granted, I agree to obey all instructions, orders, and commands given to me by Portland Police Bureau members while in Police Bureau facilities, the rules listed in my Application, and the Non-Disclosure Agreement I signed. I realize and appreciate the nature of law enforcement work, and know that I might encounter, read about, or see depictions of violence, uncertainty, danger and criminality during my observation and tour. I freely and voluntarily accept these risks. I further agree to keep confidential my observations as outlined more specifically in the Non-Disclosure Agreement.

Thus, in consideration of the educational benefit I will gain by observing Police Bureau members and touring Police Bureau facilities, I hereby agree to hold the City of Portland, its Commissioners, the Portland Police Bureau and its Chief, and all City employees, agents and servants harmless from any and all liability to me for any injury, physical or mental, or property damage, whether proximate or remote, sustained while observe law enforcement activity and tour police facilities.

I have not offered any payment to the Police Bureau or any of its employees for the opportunity to be present in a police facility and observe law enforcement activity.

Signature of ICP Observation and Tour Applicant

Date Signed

[See Hold Harmless Agreement 2 Next Page; Remainder of Page Intentionally Blank]

STREET LEVEL OBSERVATION HOLD HARMLESS AGREEMENT

Media Applicants may, in addition to an ICP observation period and tour, be given the opportunity to observe protest management at the street level.

You have indicated that, as a member of a media organization wishing to report on street level demonstration management activities, you want not only ICP access, but you also want to shadow Rapid Response Team (RRT) officers while engaged in enforcement activity on the ground (“on the ground” will mean as part of or intertwined with Portland Police Bureau (PPB) officers as they engage in demonstration management activities on City streets or sidewalks, in City parks, in City buildings, or in any other way within a physical proximity of crowds or demonstrators). This access will be allowed under the following conditions:

- You must at all times remain physically close to your assigned escort officer.
- Your location in relation to RRT and other officers and the crowd will be dictated by your assigned officer.
- You must remain behind any assembled line of RRT for your safety if instructed to do so by any police officer.
- If your safety requires it, you may be instructed to wear PPB protective gear (most likely limited to a helmet). If asked to do so, you must do so immediately.
- You cannot take with you on the street any audio or video recording equipment. The rules for recording and publication set forth in the attached ICP Application and Non-Disclosure Agreement also apply to recording and publication of events on the ground.
- You cannot verbally engage with any demonstrator while being escorted by your assigned officer. This includes interviews or otherwise making your personal opinions known. Should you decide to engage in the demonstration as a protester or conduct an interview of a protester while on the ground, your observation period will be considered voluntarily ended by you and you will not be entitled to re-entry to the ICP for further observation there. (Please note, you are welcome to engage in free speech and press-related activities; however, you must do so as a civilian outside of the care and control of PPB and this Agreement. PPB will not be responsible for any injuries you might sustain on the ground if your attention is divided or if your activities stop you from being able to move quickly).
- You cannot interview RRT officers while they are on the ground engaged in a police function. However, you may request permission to interview an RRT officer if they are not currently engaged in police action, as approved by your assigned officer (in consultation with supervisors).

In addition, you agree as follows:

I, the undersigned, have read and understand this form and ask the Portland Police Bureau for permission to act as an observer on the ground at a demonstration event. This observation is for the purpose of my educational benefit. If permission is granted, I agree to obey all instructions, orders, and commands given to me by Portland Police Bureau members while being escorted by police on the ground, the rules listed in my Application, and the Non-Disclosure Agreement I signed. I realize and appreciate the nature of law enforcement work, and know that I might encounter, read about, or see depictions of violence, uncertainty, danger and criminality while on the ground. I freely and voluntarily accept these risks. I further agree to keep confidential my observations as outlined more specifically in the Non-Disclosure Agreement.

Further, I understand the inherent danger involved in being part of protest management activities as a guest of PPB, namely that I might be perceived by demonstrators as part and parcel of PPB, or that demonstrators will not take care to exclude me from violence should they choose to engage in violent activities aimed at police. There is also a possibility I may be injured as a result of negligence should demonstrators not intend violence to me but nonetheless I am injured. Accordingly, though my assigned officer will make an effort to keep me out of harm's way by dictating a safe position from which I should observe, I am willing to assume the risk of injury, physical and mental, which can include death, serious injury, loss of or damage to my personal property, and/or a latent injury caused during the demonstration that is only revealed at a later time.

Thus, in consideration of the educational benefit I will gain by being on the ground with RRT and PPB during a demonstration event, I hereby agree to hold the City of Portland, its Commissioners, the Portland Police Bureau and its Chief, and any City employees, agents and servants harmless from any and all liability to me for any injury, physical or mental, or property damage, whether proximate or remote, sustained while observe law enforcement activity demonstration management activities on the ground.

I have not offered any payment to the Police Bureau or any of its employees for the opportunity to be present on the ground of a demonstration event observing law enforcement activity.

Signature of Street Level Observation Applicant

Date Signed

[End of document]