

**INTERGOVERNMENTAL AGREEMENT AMONG  
THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON,  
WASHINGTON COUNTY AND THE CITY OF PORTLAND  
FOR TRANSIT POLICE SERVICES**

**This Agreement is among the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), Washington County ("Washington County" or "County") and the City of Portland ("Portland") for provision of Transit Police Division ("Transit Police") services pursuant to authority granted in ORS Chapter 190.**

**RECITALS**

1. The parties seek to expand the TriMet Transit Police Division to increase safety and security operations on the TriMet system, in particular on the Westside MAX and agree that a focused presence of additional police personnel on the westside MAX and transit system would be an effective measure to expand and enhance transit system safety and security.
2. To that end, the parties desire to implement a pilot project that establishes a westside TriMet Transit Police community policing program to expand and enhance safety and security on the transit system and westside MAX.
3. The parties also desire to set forth their agreements with respect to Transit Police Division services including but not limited to deployment strategy, priority of services and administrative procedures.

**AGREEMENT**

The purpose of this Agreement is to provide one or more officer(s) to the TriMet Transit Police Division, which is operated and administered by the Portland Police Bureau under a separate contract between TriMet and Portland. Commencing on March 12, 2008 and during the term of this Agreement, Washington County shall assign officers and personnel to the Division in accordance with the terms of this Agreement, in such numbers and classifications as the parties mutually agree in writing, by letter among Washington County's Sheriff, the Transit Police Division Commander, and TriMet's Executive Director - Operations, with such letter in the form set forth in Exhibit 4. TriMet, through Portland, will compensate Washington County for the services of the officer(s) assigned to the Transit Police Division.

The parties agree as follows:

1. **TERM/TERMINATION OF PRIOR AGREEMENTS:** The initial term of this Agreement shall be from March 12, 2008 through June 30, 2009, and shall automatically renew for a successive one-year term through June 30, 2010, unless terminated sooner under the terms of this Agreement.

The parties agree that any prior agreements of the parties for Transit Police Services, including the July 1, 2005 agreement among the County, TriMet and Portland (Portland Contract No. #52521), have been mutually terminated effective June 3, 2007.

2. **RESPONSIBILITIES OF PARTIES:** See attached Exhibit 1.
3. **TERMINATION:** This Agreement may be terminated as follows:
  - a. Any party may terminate this Agreement for its convenience and without penalty upon thirty (30) days written notice of its intention to terminate.
  - b. If TriMet is unable to appropriate sufficient funds to pay Washington County for its services under this Agreement, TriMet must notify Washington County and Portland and the Agreement terminates as of the end of the last fiscal year for which such appropriations are available.
  - c. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend and indemnify any other jurisdictions.

4. **INDEMNIFICATION:**

Portland and Washington County will be responsible for the work of the officers assigned to the TriMet Transit Police Division.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Washington County shall indemnify, defend and hold harmless TriMet and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of Washington County, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, TriMet shall indemnify, defend, and hold harmless Washington County and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of TriMet, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend, and hold harmless Washington County and TriMet from and against all liability, loss, and costs arising out of or resulting from the acts of Portland, its officers, employees, and agents in the performance of this Agreement.

5. **INSURANCE:** Each party shall be responsible for providing workers' compensation insurance for their respective employees, as required by law, and may elect to commercially insure or self insure for any other liabilities assumed under this Agreement.
6. **ADHERENCE TO LAW:** Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.
7. **ACCESS TO RECORDS:** Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.
8. **SUBCONTRACTOR AND ASSIGNMENT:** No party shall subcontract or assign any part of this Agreement without the written consent of the other parties.

9. ENTIRE AGREEMENT: This Agreement and Exhibits 1 through 4 constitute the entire agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
10. NO THIRD PARTY BENEFICIARY: TriMet, Washington County and Portland are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether indirectly or otherwise, to third persons, unless such third persons are identified individually by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. SEVERABILITY: If any term or provision, or portions thereof, of this Agreement is declared by an arbiter or a court of competent jurisdiction to be illegal, invalid, void or otherwise unenforceable, each such term or provision shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable; all other provisions and requirements of this Agreement shall remain in full force and effect insofar as possible to preserve the lawful anticipated benefits of this Agreement to the parties.
12. NOTICES: The parties must send any notices, bills, invoices, reports, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below-

WHEREFORE, the parties by their signatures below agree to be bound by the terms and conditions herein.

**WASHINGTON COUNTY**  
 Washington County Sheriff  
 215 SW Adams  
 Hillsboro, OR 97123

**TRIMET**  
 Executive Director, Operations  
 4012 SE 17<sup>th</sup> Avenue  
 Portland, OR 97202

**PORTLAND**  
 Commander, Transit Police Division  
 210 N.W. 1<sup>st</sup> Avenue  
 Portland, OR 97209

*Dick Schouten*  
 Signature *Dick Schouten*  
**Tom Brian**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print \_\_\_\_\_

Print \_\_\_\_\_

Print \_\_\_\_\_

*Vice*-nairman **Board of Commissioners**

Title \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

*Tom Brian*

Mayor

Washington County Counsel

Legal Counsel

*Approved as to form:*  
 City Attorney

*David Wolcott for Linda Meng*

APPROVED WASHINGTON COUNTY  
 BOARD OF COMMISSIONERS

MINUTE ORDER # 08-183

DATE 5-27-08

BY *Barbara Hejmanek*  
 CLERK OF THE BOARD

## EXHIBIT 1

### TRANSIT POLICE DIVISION ADMINISTRATION & OPERATIONS

#### 1. SERVICE LEVEL

For the term of this Agreement, Washington County will provide one or more full-time officer(s) for assignment to the Transit Police Division (hereinafter also "Division" or "Transit Police"), in such numbers and classifications as the parties mutually agree in writing, by letter among Washington County's Sheriff, the Transit Police Division Commander, and TriMet's Executive Director - Operations, with such letter in the form set forth in Exhibit 4. On an annual basis, the parties will agree upon the level of police service including personnel, equipment, and related support, to be provided to the Division. If a vacancy of any of the agreed-upon number of officers is not filled within ninety (90) days, the parties agree that TriMet may reassign the opening to another Westside Precinct jurisdiction, to provide officer(s) to the Division. Washington County personnel assigned to the Division will remain employees of Washington County and will not be considered employees or agents of TriMet or the City of Portland (Portland). For purposes of this Agreement, the officer(s) assigned to the Division will be referred to as assigned to the TriMet Transit Police Division.

#### 2. OPERATIONS

- a. Deployment Strategy and Priority for Services: The parties recognize that they have legitimate interests in the management and deployment of officers assigned to the Division. The parties will work together to ensure:
- (1) On-Board Presence: The priority for Transit Police Division deployment is presence on the transit system vehicles and at transit system public facilities.
  - (2) Calls for Service: In general, response to 9-1-1 calls for transit system incidents shall be responded to as determined by WCCCA and local law enforcement within the jurisdiction where the 9-1-1 call originates. If the Westside Precinct transit unit is not the priority dispatched unit, the Transit Police Division shall be made aware of the call.
  - (3) Arrests: Arrests growing out of incidents on the transit system shall be by the Transit Police Division or local law enforcement officer initiating action on or dispatched to the incident.
  - (4) Law Enforcement Support: Transit Police Division and local law enforcement shall be responsible for law enforcement support activities for their respective primary areas of responsibility.
  - (5) Enforcement: Transit Police Division enforcement shall focus on TriMet ordinances, including fare enforcement, and State and local laws related to the security of passengers, employees, and transit system property and operations.
  - (6) Targeting: Transit Police Division deployment shall focus on identified problem areas, routes and/or transit centers/transfer points based on data relative to the

greatest needs for “preventive action”; using community policing strategies whenever possible.

b. Agency Cooperation and Coordination:

- (1) The parties will work closely and continuously communicate with each other to ensure that the resources, strategies, work force deployment, and initiatives of TriMet, Portland, and Washington County are coordinated and effective.
- (2) The Commander, TriMet Transit Police Division, or his/her designee, will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.
- (3) Washington County agrees to work cooperatively in an effort to increase reporting of TriMet related incidents. Washington County agrees to provide to the Transit Police Division TriMet coded reports, data, and records. TriMet agrees to make available to Washington County, through the Division, particular date reports, records, etc. and other information as may be authorized by TriMet that will assist in fulfilling the mission as outlined in this document.

c. Officer Seniority: Determination of officer seniority and assignments of the Westside Precinct for purposes of determining work shifts, days off, vacation, holiday, and overtime shall be according to the attached Exhibit 2.

d. K-9 Unit Training Facility: TriMet has entered into a ground lease (hereinafter “Lease”) with the Port of Portland effective September 17, 2007 for the use of certain premises (hereinafter “Premises”) to house explosives storage magazines in support of TriMet’s training requirements to maintain U.S. Department of Homeland Security, Transportation Security Administration (“TSA”) certification for K-9 units. Transit Police Division personnel as designated by TriMet and TSA will be authorized to access and utilize the Premises for purposes of TriMet’s K-9 unit training in accordance with the Lease terms. For any Washington County personnel who are designated for access to the Premises, Washington County agrees that its personnel are subject to and shall comply with all provisions and requirements of the Lease related to access, use and security of the Premises and specifically any obligations of TriMet as Lessee that relate to access, use and security of the Premises, the terms of which are incorporated into and made part of this Agreement.

3. REIMBURSEMENT OF COSTS

- a. Costs: Washington County must pay the salaries, overtime, insurance, retirement, and other benefits of its respective officers serving in the TriMet Transit Police Division. Washington County must bill the Portland Police Bureau, Fiscal Division, monthly for the salaries, overtime, insurance, retirement, other benefits and Indirect (overhead not to exceed 10%) charges incurred by Washington County to provide personnel. Billings will be sent to: PPB Fiscal Division, 1111 SW 2<sup>nd</sup> Avenue, Portland, OR 97204. Portland agrees to compensate Washington County within 30 days after receiving the bill.
- b. Amount: Before April 1<sup>st</sup> of each year of this Agreement, Portland and Washington County must submit to TriMet a proposed annual budget for services under this contract for next fiscal year (July 1 through the following June 30). The parties will then agree

on the compensation to be paid by TriMet for services to Portland and Washington County under this Agreement. If the parties cannot agree on such compensation by April 1<sup>st</sup> of each year of this Agreement or at anytime during the term of this Agreement, any party may elect to terminate this Agreement for its convenience and without penalty in accordance with the Termination provision in this Agreement.

## EXHIBIT 2

### TRANSIT POLICE DIVISION PERSONNEL OPERATIONS (WESTSIDE PRECINCT)

It is the intent of this Agreement: (1) to recognize that the TriMet Transit Police Division Westside Precinct (Westside Precinct) is staffed by police officers from multiple jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner not inconsistent with the terms of the applicable collective bargaining agreements; (2) to provide for assignment of shifts, days off, vacations and overtime; (3) to allow for the designation of shift hours of operation and the allocation of positions and days off within certain shifts to maintain an appropriate balance of field strength.

#### THE PARTIES AGREE THAT:

1. Current and future Washington County officers who are assigned to the Westside Precinct will use their Washington County seniority (as defined below) as the means to select shifts, days off (time off), vacations and overtime.
2. The terms and conditions of Washington County's collective bargaining agreement for officers assigned to the Westside Precinct are modified to conform with the matters addressed in this Exhibit 2 only .
3. Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency following the officer's most recent appointment as a police officer. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position s/he formerly held, the officer's seniority shall be the sum of the seniority earned in all police officer classifications with the present employer.
4. Subject to manpower needs and maintaining efficiency of the Westside Precinct, seniority, as defined above, shall be the prime factor in the selection of shifts and days off. Seniority, as defined above, shall govern in the selection of vacation and holidays (paid time off).
5. In the case of voluntary transfer and/or assignment, the seniority, as defined above, of an officer shall apply immediately to the officer's choice concerning holidays and vacations (paid time off). The transferring officer may not use seniority, as defined above, to bump another officer's shift or days off until forty-five (45) days from the date of the written request.
6. In case of involuntary transfer and/or assignment, the seniority, as defined above, of an officer shall apply immediately to the officer's choice concerning holidays and vacation (paid time off). In the event of an involuntary transfer, the Westside Precinct shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump. The transferring officer may not use seniority, as defined above, to bump another officer's shift or days off until 30 days from the date of the written request.
7. For the purposes of this Agreement, the phrase "Transferring Officer" shall refer to an officer desiring to change shifts, days off or assignments, or an officer who is involuntarily transferred.

8. The Westside Precinct shall prepare a form to be used by officers desiring to transfer from one shift, assignment, or days off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the "Transfer Request Form." The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.

9. A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with the Westside Precinct supervisor. If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer's shift commander. The Westside Precinct will forward a copy of the Transfer Request Form to the location of the anticipated transfer.

10. In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Section 5 and 6 of this Exhibit 2 shall begin to run when the transferring officer submits the Transfer Request Form.

11. When the Westside Precinct knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Westside Precinct shall notify the Transferred Officer as soon as possible of the fact that he or she may be bumped.

12. The Westside Precinct shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Sections 5 and 6 of this Exhibit 2, if, in the Westside Precinct's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from his or her days off or shift who objects to the accommodation.

13. An officer may exercise seniority, as defined above, to bump another officer for shift and days off only once in ninety (90) days.

14. **Vacations.** Employees shall be allowed to select two (2) vacation periods on the basis of seniority, as defined above. Each vacation period must be of a minimum duration of one (1) day. Vacation time shall be scheduled by the Westside Precinct with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority, as defined above; provided, however, that each officer shall be permitted to exercise the right of seniority, as defined above, only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.

15. **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Westside Precinct, assignments shall be offered to the most senior officer (seniority as defined above). Except for an emergency, the Westside Precinct shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.

A. Where shift strength is reduced, the most senior officer (seniority as defined above) scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer (seniority as defined above) on the shift shall be offered the option of working or not.



B. For purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

16. **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Westside Precinct shall honor the officer's pre-selected vacation times, and shall not disrupt the pre-selected vacation time for other officers in the division to which the officer is involuntarily transferred. If an officer accepts a voluntary transfer, the Westside Precinct shall attempt to accommodate, to the extent possible, the officer's pre-selected vacation times.

17. **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority as defined above, to officers in the Westside Precinct. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority, as defined above, to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter. The Westside Precinct shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two (2) pay periods following the discovery of the error. The officer and the Westside Precinct shall mutually agree upon the makeup overtime assignment, which shall not displace another officer's already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime.

18. An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the Westside Precinct's ability to perform its mission) exists. Notice given less than seven (7) calendar days before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

19. **Discipline.** Discipline and discharge of Washington County officers assigned to the Westside Precinct will be the responsibility of Washington County and in accordance with the Collective Bargaining Agreement between the Oregon State Sheriffs' Association and Washington County.

20. **Collective Bargaining Agreement.** All other terms and conditions of any current Collective Bargaining Agreement between the Oregon State Sheriffs' Association and Washington County shall remain in effect as to other issues not addressed by this Exhibit 2. In the event of a conflict between such Collective Bargaining Agreement and this Exhibit 2, the provisions of such Collective Bargaining Agreement shall govern.

### EXHIBIT 3

#### TRANSIT POLICE DIVISION WESTSIDE PRECINCT PILOT PROJECT

TriMet, the cities of Portland, Hillsboro, Beaverton, and Washington County ("WP parties") and Portland have agreed to implement a one (1) -year pilot project that establishes a Transit Police Westside Precinct community policing program, to expand and enhance safety and security on the transit system and westside MAX in particular.

The Westside Precinct pilot project will be implemented in accordance with the following understandings of the WP parties:

- A. An initial five (5)-officer westside TriMet Transit Police Division unit will be established for the pilot project (the "Westside Precinct"), based in Hillsboro, and with the purpose of deployment west of the Zoo MAX station.
- B. The cities of Hillsboro and Beaverton, and Washington County shall invoice the City of Portland for their respective Westside Precinct reimbursable costs as set forth in Exhibit 1. TriMet, through Portland, will compensate Hillsboro, Beaverton, and Washington County for the services of the officer(s) assigned to the Transit Police Division Westside Precinct.
- C. The priority of the Westside Precinct will be to provide a focused police presence on the westside MAX and transit system. Every effort will be made to deploy the Westside Precinct officers onto the MAX trains and stations, and buses serving the westside of the TriMet service district.
- D. The Westside Precinct initial five (5) officers will be assigned from the cities of Beaverton and Hillsboro, and Washington County. TriMet will provide funding for the initial five (5) positions through the Transit Police Division intergovernmental agreement with the City of Portland. If funding is available and the evaluation of the pilot project determines that it should be continued, staffing of six (6) to eight (8) officers for the Westside Precinct would be preferred.
- E. The Westside Precinct will be under the overall operational/administrative structure and command of the Transit Police Division, as established by Portland and TriMet in Contract No. 05-0812, providing for uniform methods, policies and practices, while also providing the Westside Precinct officers autonomy and independence in decision-making on deployment based on Westside community transit needs and focus on policing needs of the Westside communities consistent with regional Transit Police Division service priorities. Day-to-day operations of the Westside Precinct will be under the operational command of the Transit Police Division with respect to enforcement directed at TriMet MAX lines, bus lines TriMet facilities, TriMet employees, riders and transit related matters. The Westside Precinct supervisor will communicate directly with and shall be subordinate to the Transit Police Division lieutenant with respect to all such operational matters. Command and control of major incidents is retained by the law enforcement agency with primary police jurisdiction where the incident is occurring consistent with established police practices in conjunction with the Transit Police Division if it is a transit related matter.
- F. Effective communication within the TriMet Transit Police Division ("Transit Police Division") will be assured by designation of a command level officer from the Hillsboro or Beaverton Police Department, or Washington County Sheriff's Office, as Westside Precinct liaison to the Transit Police Division Command. Transit Police Division deployment plans and decisions will be jointly developed and determined by the Westside Precinct and Transit Police Division and Control, in conjunction with TriMet in accordance with general principles set forth in Exhibit 1.

- G. The deployment priority of Westside Precinct officers to the westside MAX and transit system is intended to permit existing Transit Police Division officers to focus on security needs elsewhere on the TriMet transit system. However, existing Transit Police Division officers will augment Westside Precinct officers, when determined necessary by overall Transit Police Division coordination described in Section E. In emergencies, or when mutually agreed among the parties, Westside Precinct officers will be available for deployment in other locations of the TriMet transit system where needed; and existing Transit Police Division officers will be available for deployment on the westside transit system where needed.
- H. Officers assigned by the WP parties are assigned to the Westside Precinct and are prohibited from transfer/assignment to other precincts or regions of the TriMet system and cannot be bumped from the Westside Precinct without prior authorization by the WP parties. It is understood that police operations initiated in one jurisdiction may continue across jurisdictional boundaries and beyond and into the Westside Precinct area of responsibility.
- I. Operational equipment and facilities necessary for Westside Precinct operations, including facility base for operations, base furnishings and computer equipment, and police vehicles, may be effected by separate agreement(s), either:
1. between the respective WP party and the City of Portland, with reimbursement of costs as per Exhibit 1, paragraph 3(a) of this agreement (through Transit Police Division billings to TriMet by the Portland Police Bureau, Fiscal Division); or
  2. between the respective WP party and TriMet, with reimbursement of costs directly by TriMet to the respective WP party.
- J. The WP parties shall establish performance measures to monitor and evaluate the Westside Precinct pilot project during and after the one (1) -year pilot period. Performance measures may include:
1. Presence Ratio: percentage of total Westside Precinct officer worked hours, spent on-board westside MAX vehicles or on-site at westside MAX public transit facilities, and on buses or at bus stops, for the month or year.
  2. Citations: number of citations issued on westside MAX, buses or platforms for the month or year.
  3. Fares Inspected: number of westside MAX and bus customers checked by Westside Precinct officers for valid proof of fare payment for the month or year.
  4. Exclusions: number of TriMet exclusions or interdiction commands issued on westside MAX and buses for the month or year.
  5. Reported Crime: number of all crimes reported on westside MAX, buses or TriMet property for the month or year.
  6. Arrests: number of arrests on westside MAX, buses or TriMet property for the month or year.
  7. Commendations/Complaints: number of complaints and commendations received by TriMet pertaining to Westside Precinct operations for the month or year.

8. Perceived Security: public confidence in safety and security of westside MAX, buses or TriMet property as measured by TriMet survey of transit system customers and the public.
9. Reports Written: number of reports written for the month in support of arrests or calls for service.
10. Field Interview Cards: number of FIR cards for the month based on subject stops and contacts.

**EXHIBIT 4**  
**TRANSIT POLICE DIVISION STAFFING LETTER**

(on TriMet letterhead)

---

(date of letter)

Sheriff  
Washington County, Oregon  
215 SW Adams  
Hillsboro, OR 97123

RE: Washington County Sheriff Staffing to TriMet Transit Police Division

Dear \_\_\_\_\_:

This letter is issued pursuant to the July 1, 2005 Agreement among the Tri-County Metropolitan Transportation District of Oregon (TriMet), Washington County (Washington County) and the City of Portland (Portland), for TriMet Transit Police Services, as amended, to establish or change the number of deputy sheriffs assigned from Washington County to the TriMet Transit Police Division.

Prior Staffing from (date of initial transit police staffing letter), To-Date

- from (date of initial transit police staffing letter) to (date) (specify number of deputy(ies))
- from (date) to (date) (specify revised number of deputy(ies))
- etc. etc.
- from (date) to (effective date of this staffing change) (specify revised number of deputy(ies))

Staffing from (effective date of this staffing change)

- from (effective date of this staffing change) (specify revised number of deputy(ies))

Any future change in the number of deputies assigned from Washington County to the TriMet Transit Police Division, is subject to mutual agreement by the parties by subsequent letter in similar form.

Sincerely,

Executive Director, Operations  
TriMet

Agreed to by Washington County:

Agreed to by City of Portland:

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
date

\_\_\_\_\_  
Transit Police Commander

\_\_\_\_\_  
date

**Tri-Met Budget Estimate 08-09**

Salary and Benefits	\$	83,198		
Shift Differential @ 26.026%	\$	21,653		
Total Pers Costs	\$	104,851		
M&S		2,109		
Indirect Cost	\$	11,317		
<b>Total</b>	<b>\$</b>	<b>118,277</b>	<b>Per Month</b>	<b>Per Hour</b>
			\$ 9,856	\$71.66

Detail:

	<u># FTE</u>
SGT	
Deputies	1.00
Civilian	
<b>Total FTE</b>	<u>1.00</u>

	<u>M&amp;S</u>	
Supplies	\$	460 Incl. cell & air time
Radio/Cel	\$	276 amortized over 10 yrs
Uniform	\$	330 amortized over 3 yrs
Body Armor	\$	156 amortized over 5 yrs
Duty Gear/Gun	\$	180 amortized over 6 yrs
Range Fees	\$	80
Ammo	\$	170
<b>Sub-Total</b>	\$	1,652 Per FTE
WCCCA Radio	\$	457 2/car + 1/FTE@\$140.67
<b>Total</b>	\$	2,109

For Tri-Met

\_\_\_\_\_  
 Signature  
 Title:  
 Date:

**Program Indirect Cost Methodology 07-08**

Position	Salary&B	M&S	Total
Commander	\$ 139,003	\$ 900	\$ 139,903
Lieutenant	\$ 132,941	\$ 450	\$ 133,391
AS II	\$ 55,661	\$ 450	\$ 56,111
<b>Total</b>	<b>\$ 327,605</b>	<b>\$ 1,800</b>	<b>\$ 329,405</b>

Total Positions	190
Rate/Position	\$ 1,734
Contract Positions	1.00
<b>Program IC</b>	<b>\$ 1,734</b>

Program IC is calculated by taking the cost of supervisory and administrative personnel, along with M&S costs and dividing by the total number of FTE supervised.

**County Indirect Cost Methodology**

	08-09 District Patrol Cost Plan Allocation	Adjusted For Rollover	% of base	City's Direct Costs	Indirect Cost Charged
Board of Comm.	\$ 15,840	\$ 14,945	0.13%	\$ 106,960	\$ 136
CAO	\$ 100,717	\$ 95,026	0.81%	\$ 106,960	\$ 866
County Auditor	\$ 6,138	\$ 5,791	0.05%	\$ 106,960	\$ 53
Communications	\$ 16,228	\$ 15,311	0.13%	\$ 106,960	\$ 140
Finance	\$ 62,441	\$ 58,913	0.50%	\$ 106,960	\$ 537
HR	\$ 138,402	\$ 130,581	1.11%	\$ 106,960	\$ 1,191
Purchasing	\$ 7,514	\$ 7,089	0.06%	\$ 106,960	\$ 65
Risk	\$ 22,571	\$ 21,296	0.18%	\$ 106,960	\$ 194
Wisard De. SO *	\$ -	\$ -	0.00%	\$ 106,960	\$ -
Program			Direct Calc'd		\$ 6,402 See SOOH3
			Direct Calc'd		\$ 1,734 See Prog OH
<b>Total</b>	<b>\$ 369,851</b>	<b>\$ 348,951</b>			<b>\$ 11,317</b>

*Infor Svcs. Not included since City will provide all information services support.*

**DISTRICT PATROL:**

<b>Total Costs</b>	<b>\$ 2,110,331</b>
<b>Rollover</b>	<b>\$ (119,252)</b>
<b>Net Costs</b>	<b>\$ 1,991,079</b>

**Net Costs % 94.35%**

**Base \$ 11,731,598**

\* See Indirect Cost Methodology

\*\* See Program Indirect Cost Methodology



**SO Indirect Cost Methodology**

08-09

Non Cert FTE	-		
Cert FTE	1.00		
Total FTE	<u>1.00</u>		
Budget	\$ 106,960		
		08-09	
		<u>Factor</u>	
EX DIR	\$ 1,476	1.380%	
Bus Admin	\$ 1,290	\$ 1,290	
Tng	\$ 1,717	\$ 1,717	
R&P	\$ 984	\$ 984	
Prof Stds	\$ 935	\$ 935	
<b>Total</b>	<b>\$ 6,402</b>	<b>5.99%</b>	

	<u># FTE</u>
<b>Cdr.</b>	0.00
<b>Deputies</b>	1.00
<b>Sgt.</b>	0.00
<b>Cpl.</b>	0.00
<b>Det.</b>	0.00
<b>Total</b>	<u>1.00</u>

Exdir costs are allocated based on the size of the budget. Per the 08-09 cost plan \$808,601 was the functional cost of Exdir. This was allocated based on a budget amount of \$58,386,931 or 1.38% of the budget.

Business Admin costs are allocated based upon the total number of FTE. Per the 08-09 cost plan, \$630,515 was the functional cost of Business Admin. This was allocated based upon 488.75 FTE, or \$1290 per FTE.

Training costs are allocated based on the number of certified FTE. Per the 08-09 cost plan, \$603,094 was the functional cost of Training. This was allocated based upon 351.25 FTE, or \$1,717 Per Certified FTE.

Research and Planning Costs are allocated based upon the number of certified FTE. Per the 08-09 cost plan, the functional cost of Research and Planning was \$212,861. This was allocated based upon 216.25 FTE, or \$984 per FTE.

Professional Standards Costs are allocated based upon the total number of FTE. Per the 08-09 cost plan, \$456,898 was the functional cost of Professional Standards. This was allocated based upon 488.75 FTE or \$935 per FTE.

FY07-08 ACTUAL

<u>Regular</u>					
<u>Step A Recruit</u>	<u>Step B Deputy</u>	<u>Step C Deputy</u>			
40,128.00	42,888.00	45,924.00			Base Salary
0.0847	0.3047	0.3047			Variable Benefits
3,400.21	13,068.43	13,994.60			Fixed Benefits
11,643.00	11,643.00	11,643.00			Annual
55,171.21	67,800.43	71,561.60			Hourly Salary & Benefits
26.52	32.50	34.40			Billable Hourly (Salary Only)
23.67	25.30	27.09			
					<b>Six Month Steps</b>
<u>Step A Deputy</u>	<u>Step B Deputy</u>	<u>Step C Deputy</u>	<u>Step D Deputy</u>	<u>Step E Deputy</u>	
48,708.00	52,008.60	54,580.76	57,258.18	60,108.30	Base Salary
0.3047	0.3047	0.3047	0.3047	0.3047	Variable Benefits
14,842.98	15,848.79	16,635.86	17,448.51	18,317.04	Fixed Benefits
11,643.00	11,643.00	11,643.00	11,643.00	11,643.00	Annual
165.10	244.72	328.32	456.96	596.70	ILH Payoff
75,359.08	79,745.11	83,187.74	86,806.65	90,665.04	Hourly Salary & Benefits
36.23	38.34	40.00	41.73	43.59	Billable Hourly (Salary Only)
28.74	30.68	32.21	33.78	35.46	
<u>Step A Corporal</u>	<u>Step B Corporal</u>	<u>Step C Corporal</u>	<u>Step D Corporal</u>	<u>Step E Corporal</u>	
53,019.54	55,638.24	58,415.28	61,362.84	64,371.30	Base Salary
0.3047	0.3047	0.3047	0.3047	0.3047	Variable Benefits
16,156.86	16,954.86	17,801.12	18,699.34	19,616.12	Fixed Benefits
11,643.00	11,643.00	11,643.00	11,643.00	11,643.00	Annual
182.75	267.05	358.56	499.80	652.65	ILH Payoff
81,002.15	84,503.15	88,217.96	92,204.96	96,283.07	Hourly Salary & Benefits
38.94	40.63	42.41	44.33	46.29	Billable Hourly (Salary Only)
31.28	32.82	34.46	36.20	37.96	
<u>Step A Detective</u>	<u>Step B Detective</u>	<u>Step C Detective</u>	<u>Step D Detective</u>	<u>Step E Detective</u>	
53,019.54	55,638.24	58,415.28	62,571.96	65,639.70	Base Salary
0.3047	0.3047	0.3047	0.3047	0.3047	Variable Benefits
16,156.86	16,954.86	17,801.12	19,067.80	20,002.55	Fixed Benefits
11,643.00	11,643.00	11,643.00	11,643.00	11,643.00	Annual
182.75	267.05	358.56	499.80	652.65	ILH Payoff
660.00	660.00	660.00	660.00	660.00	Clothing Allowance (Annual)
81,662.15	85,163.15	88,877.96	94,442.56	98,598.00	Hourly Salary & Benefits
39.26	40.94	42.73	45.41	47.40	Billable Hourly (Salary Only)
31.28	32.82	34.46	36.20	38.73	
<u>Step A Sergeant</u>	<u>Step B Sergeant</u>	<u>Step C Sergeant</u>	<u>Step D Sergeant</u>	<u>Step E Sergeant</u>	
69,323.04	72,757.44	76,412.16	80,248.32	84,240.00	Base Salary
0.2447	0.2447	0.2447	0.2447	0.2447	Variable Benefits
16,965.70	17,808.22	18,700.65	19,639.49	20,616.39	Fixed Benefits
11,684.00	11,684.00	11,684.00	11,684.00	11,684.00	Annual
97,972.74	102,247.66	106,796.81	111,571.81	116,540.39	Hourly Salary & Benefits
47.10	49.16	51.34	53.64	56.03	Billable Hourly (Salary Only)
40.90	42.92	45.08	47.34	49.70	
<u>Step A ASII</u>	<u>Step B ASII</u>	<u>Step C ASII</u>	<u>Step D ASII</u>	<u>Step E ASII</u>	
32,136.00	33,744.00	35,424.00	37,212.00	39,084.00	Base Salary
0.2447	0.2447	0.2447	0.2447	0.2447	Variable Benefits
7,864.77	8,258.30	8,669.46	9,107.04	9,565.18	Fixed Benefits
11,568.00	11,568.00	11,568.00	11,568.00	11,568.00	Annual
51,568.77	53,570.30	55,661.46	57,867.04	60,217.18	Hourly Salary & Benefits
26.45	27.47	28.54	29.69	30.88	Billable Hourly (Salary Only)
22.22	23.34	24.50	25.73	27.03	
<u>Step A Sr. AS</u>	<u>Step B Sr. AS</u>	<u>Step C Sr. AS</u>	<u>Step D Sr. AS</u>	<u>Step E Sr. AS</u>	
35,472.00	37,248.00	39,120.00	41,076.00	43,152.00	Base Salary
0.2447	0.2447	0.2447	0.2447	0.2447	Variable Benefits
8,981.20	9,115.85	9,573.99	10,052.89	10,560.78	Fixed Benefits
11,568.00	11,568.00	11,568.00	11,568.00	11,568.00	Annual
55,721.20	57,931.85	60,261.98	62,696.89	65,280.76	Hourly Salary & Benefits
28.57	29.71	30.90	32.15	33.48	Billable Hourly (Salary Only)
24.53	25.76	27.05	28.41	29.84	
<u>Step A Corr Off</u>	<u>Step B Corr Off</u>	<u>Step C Corr Off</u>	<u>Step D Corr Off</u>	<u>Step E Corr Off</u>	
48,708.00	51,240.00	53,784.00	56,412.00	59,220.00	Base Salary
0.3047	0.3047	0.3047	0.3047	0.3047	Variable Benefits
14,842.98	15,614.57	16,389.81	17,190.65	18,046.35	Fixed Benefits
11,643.00	11,643.00	11,643.00	11,643.00	11,643.00	Annual
165.10	244.72	328.32	456.96	596.70	ILH Payoff
75,359.08	78,742.29	82,145.13	85,702.61	89,506.05	Hourly Salary & Benefits
36.23	37.86	39.49	41.20	43.03	Billable Hourly (Salary Only)
29.01	30.52	32.03	33.60	35.27	
<u>Step A Back Inv</u>	<u>Step B Back Inv</u>	<u>Step C Back Inv</u>	<u>Step D Back Inv</u>	<u>Step E Back Inv</u>	
48,900.00	51,348.00	53,940.00	56,628.00	59,448.00	Base Salary
0.2447	0.2447	0.2447	0.2447	0.2447	Variable Benefits
11,967.49	12,566.80	13,200.95	13,858.80	14,548.95	Fixed Benefits
11,568.00	11,568.00	11,568.00	11,568.00	11,568.00	Annual
72,435.49	75,482.60	78,708.95	82,054.80	85,564.95	Hourly Salary & Benefits
34.82	36.29	37.84	39.45	41.14	Billable Hourly (Salary Only)
28.85	30.29	31.82	33.41	35.07	
<u>Step A MAII</u>				<u>Step E MAII</u>	
55,332.00				67,280.00	Base Salary
0.2447				0.2447	Variable Benefits
13,541.62				16,460.81	Fixed Benefits
11,684.00				11,684.00	Annual
80,557.62				95,404.81	Hourly Salary & Benefits
38.73				45.87	Billable Hourly (Salary Only)
32.64				39.68	
<u>Lieutenant</u>				<u>Commander</u>	
97,416.00	Base Salary			102,286.80	Base Salary
0.2447				0.2447	Variable Benefits
23,841.01	Variable Benefits			25,033.06	Fixed Benefits
11,684.00	Fixed Benefits			11,684.00	Annual
132,941.81	Annual			139,003.86	Hourly Salary & Benefits
63.91	Hourly Salary & Benefits			66.83	Billable Hourly (Salary Only)
57.47	Billable Hourly (Salary Only)			60.35	

Element	Hours	Pers	Ave. Hours
Comp Used WCPOA Total	3,000.78	126	23.82
Holiday in Lieu of Total	10,213.53	126	81.06
Leave Bereavement Total	220.00	126	1.75
Leave Jury Duty Paid Total	40.00	126	0.32
Leave Military Paid Total	344.00	126	2.73
Leave Misc. Paid Total	144.00	126	1.14
Leave Sick FMLA Elig Total	946.00	126	7.51
Leave Sick Paid Total	4,486.73	126	35.61
Leave Vacation Paid Total	11,470.66	126	91.04
WCPOA Union Business Total	475.25	126	3.77
Wk Comp Unpaid w_Accruals Total	477.00	126	3.79
Work Comp Light Duty Total	318.00	126	2.52
Min Guarantee ST Total	365.00	126	2.90
Suspended Without Pay Total	106.00	126	0.84
Position Turnover (Vacancy Rate Factor)	6,396.00	126	50.76
			<u>309.55</u>

**Grand Total** 39,002.95

#### Annual Billable Patrol Deputy Hours

Total Annual Work Hours	2,080.00
Leave Adjustment	(309.55)
Training Adjustment	(120.00)
Total Billable Hours	<b>1,650.45</b>
<b>Shift Differential Factor</b> (Annual work hours/billable hours) minus 1	<b>26.026%</b>

The Shift Differential Factor is determined by adding the average hours of various categories of leave used by the 126 deputies in the Patrol Division, plus a factor to account for deputy turnover and resulting academy training time. Annual training time is added to the total. This sum is subtracted from the 2080 annual work hours yielding the total hours actually worked by the average deputy, or, *total billable hours*. The percentage of total billable hours to annual work hours available is calculated and a premium determined to compensate for the hours lost to leave and training. This premium is then applied to the salary and benefits for the contracted personnel