

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PORTLAND AND
THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
FOR TRANSIT POLICE SERVICES
ADDENDUM NO. 2**

TriMet Contract No. 05-0812

This Addendum No. 2 amends the July 1, 2005 intergovernmental agreement (hereinafter "Agreement") between the Tri-County Metropolitan Transportation District of Oregon ("TriMet") and the City of Portland ("Portland") for provision of Transit Police Division services as set forth in this Addendum No. 2.

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 revise certain provisions of the Agreement with respect to Transit Police Division services including but not limited to deployment strategy, priority of services and administrative procedures.
4. The Agreement revised by this Addendum No. 2 is set forth in its entirety below.

AGREEMENT

1. **SERVICE LEVEL**

a. **Regional Integration of Transit Police Services:**

This Agreement is a "Prime Agreement" between TriMet and Portland pursuant to which Portland shall provide transit police services, including administering the TriMet Transit Police Division (hereinafter "Transit Police" or "Division") and coordinating and directing the activities of Portland and the other jurisdictions' police services included in the Division.

Concurrent with and/or during the term of this Agreement, separate intergovernmental agreements ("Subsidiary Agreements") will be individually executed among TriMet, Portland and subsidiary city, county and other jurisdictions for providing law enforcement officers to the Division. As of January 2008, Subsidiary Agreements are in effect or are anticipated for the City of Beaverton, City of Gresham, City of Hillsboro, City of Milwaukie, City of Tigard, City of Troutdale, Multnomah County, Washington County, and Port of Portland. The parties agree that the terms of any Subsidiary Agreements in effect during the term of this Agreement are incorporated herein by this reference.

b. **Annual Level of Transit Police Services:**

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 Transit Police. If a vacancy of any of the agreed-upon number of officers is not filled within 90 days, the parties agree that TriMet may reassign the opening to another jurisdiction, to provide officer(s) to the Division. The officers, deputies and other personnel of the Subsidiary Agreement jurisdictions assigned to the Transit Police will remain employees of their respective agencies and shall not be considered employees or agents of TriMet. For purposes of this Agreement, such officers, deputies and other personnel shall be referred to as assigned to the TriMet Transit Police Division.

c. Related support provided by Portland includes access by the Division to the Portland Police Data system (PPDS). TriMet shall comply with the PPDS Security Policy (Policy), attached as Exhibit D hereto with regard to security and privacy regulations affecting usage and dissemination of criminal history and investigative information that is provided to TriMet. TriMet shall not be responsible for compliance with the Policy by Portland or the other jurisdictions, or by their respective personnel including officers/deputies assigned to the Transit Police.

2. **ASSIGNMENTS**

a. Deployment Strategy and Priority of Services. Both parties recognize that TriMet and Portland have legitimate interests in the deployment strategy and priority of services of Transit Police personnel. The parties shall work together to insure that the deployment and priorities of police personnel assigned to TriMet is effective and efficient, in accordance with TriMet's System Security Plan and as summarized in the attached Exhibit A, which is incorporated into and made part of this Agreement.

b. Westside Precinct Pilot Project. TriMet, Portland, the cities of Beaverton and Hillsboro, and Washington County hereby agree, via this Prime Agreement and the respective Subsidiary Agreements, to implement a 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, as set forth in the attached Exhibit B.

c. Specialty Assignments. TriMet and Portland recognize the value of police specialty assignments and training. TriMet reserves the right, however, to limit the number of police personnel assigned to the Transit Police who hold specialty status and require specialized training.

d. Daily Operation. Supervision of police personnel for the daily operations of the Transit Police will be provided by the Transit Police Division's command personnel.

e. General Orders and Training, Division Standard Operating Procedures. All police personnel assigned to the Division will remain subject to the General Orders and training requirements of their respective jurisdictions. Additionally, all police personnel assigned to the Transit Police Division will abide by the Division's Standard Operating Procedures. In the event of a conflict between a jurisdiction's General Orders and the Division's Standard Operating Procedures, the jurisdiction's General Orders will prevail.

f. Selection and Assignment – Excluding Commander.

i. Selection and assignment of officers and deputies to the Transit Police will be determined jointly by the command personnel of the officer's or deputy's jurisdiction, TriMet, and the Transit Police command personnel. Every effort will be made to select the most qualified available officer or deputy making application for assignment to the Transit Police.

ii. Commencing July 1, 2005 and during the term of this Agreement, Portland shall assign its 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 between Portland's Chief of Police, and TriMet's Executive Director - Operations. Such letter shall be in the form set forth in Exhibit C.

g. Selection and Assignment – Commander. Selection and assignment of the Transit Police Division Commander will be determined jointly by the Assistant Chief, Operations Support Branch, and TriMet's Executive Director, Operations. Portland shall provide TriMet thirty (30) days prior notice of any proposed reassignment of the Commander.

3. REIMBURSEMENT OF COSTS

a. Costs. The salaries, insurance, retirement and other benefits shall be paid by Portland and the Subsidiary Agreement jurisdictions to their respective officers, deputies and other personnel serving in the Transit Police Division. Portland shall bill TriMet monthly for all such Transit Police Division personnel services provided by Portland and the Subsidiary Agreement jurisdictions. Any administrative fees charged by Portland to TriMet in connection with billings shall not exceed the sum of: 10% of Portland's direct costs of salaries, insurance, retirement and other benefits paid by Portland to its personnel assigned to the Transit Police Division, plus 2% of the amount of the other jurisdictions' direct costs. TriMet agrees to compensate Portland within thirty (30) days after receiving Portland's bill. Portland shall submit billings to TriMet, Attn: Accounts Payable – FN4, 4012 S.E. 17th Avenue, Portland, OR 97202, with a copy to TriMet's Project Manager. The Subsidiary Agreement jurisdictions shall bill Portland monthly for their Transit Police Division personnel services. Portland agrees to compensate individual jurisdictions within thirty (30) days after receipt of a bill.

b. Amount. Prior to April 1st of each year of this Agreement, Portland shall submit to TriMet a proposed annual budget for the operation of the Transit Police Division for the next fiscal year (July 1 through the following June 30). The parties will then agree on the compensation to be paid by TriMet for Portland's services under this Agreement. If the parties cannot agree on such compensation by June 1st, either party may elect to terminate this Agreement without penalty.

c. If there are changes in Portland General Orders or Policies that increase or modify the agreed upon Annual Budget, such cost increases shall be the responsibility of Portland.

4. COLLECTIVE BARGAINING AGREEMENTS

The parties agree that officers assigned to the Division from Portland and each of the other jurisdictions providing police personnel shall abide by their respective police collective bargaining agreements, and by Exhibit 2 to the Subsidiary Agreements, to the extent the terms of Exhibit 2 are not in conflict with the respective police collective bargaining agreements.

5. PERMIT OF USE FOR TRIMET VEHICLES

a. Vehicles. TriMet grants the following permit to Portland for use of the TriMet vehicles (Vehicles) identified below under the terms and conditions of this Paragraph 5. The Vehicles shall be operated only by Portland police officers assigned to work for the Transit Police Division, except that the surveillance van may be

operated by Portland officers assigned to other divisions within the Portland Police Bureau when it is necessary to the operations of the Transit Police Division that the van be operated by non-Transit Police Division officers. The Vehicles shall be used only within the TriMet district boundaries and solely for the purposes consistent with the mission of the Transit Police Division.

The Vehicles subject to this Permit of use are listed below:

(1) 1987 Dodge Van VIN 2B7KB33W9HK300912 License WRD773

(2) ATVs:

Trailer	VIN 1WC200F1XX4036111
99 Honda TRX 300	VIN 478TE1404XAO16133
99 Honda TRX 300	VIN 478TE1407XA003800

b. **DISCLAIMER OF WARRANTY**

Portland has inspected the Vehicles and accepts the Vehicles, their parts and accessories, in an "AS IS" condition. TRIMET MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE VEHICLES OR ANY PART OR ACCESSORY THEREOF INCLUDING ANY ADDED TECHNOLOGY, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT OR LATENT DEFECTS THEREIN.

c. **Use of Vehicles**

Portland shall use the Vehicles only for the purposes expressly provided for herein, and shall, at its own expense, comply with and obey all laws, rules and regulations in using the Vehicles, including applicable requirements of the Federal Transit Administration. Portland represents and warrants that its personnel are adequately trained and licensed to carry out the activities of Portland under this Permit, and specifically, to operate the Vehicles. Portland shall allow only such trained and licensed personnel to perform the activities authorized by this permit, including operation of the Vehicles. Portland shall deliver the Vehicles to TriMet's Center Street garage for scheduled maintenance in accordance with TriMet's support vehicle scheduled maintenance procedures.

d. **Risk of Loss and Damage**

Portland shall be responsible for the risk of loss, damage or destruction including, but not restricted to, total destruction occurring to the Vehicles while in the custody of Portland. In the event of an accident whereby a Vehicle is damaged to the extent that repair would exceed the value of the Vehicle, Portland shall immediately notify TriMet's Project Manager of any such accident to request instructions as to the manner in which to proceed.

e. **Termination of Vehicle Permit Rights**

Notwithstanding any other provision of this Agreement, including Paragraph 9 TERMINATION, either party may immediately terminate this permit of use granted under Paragraph 5 by providing written notice to the other party as provided in this Agreement for notices.

f. **Possession**

Portland shall not permit any other party to take possession of or use the Vehicles while in the custody of Portland under this Agreement.

6. COMPUTER EQUIPMENT

a. The parties agree that the Transit Police Division may utilize for the term of this Agreement the existing TriMet-furnished computers, monitors, printers, and software that are located on-site at the Division's headquarters or field offices ("hereinafter referred to collectively as "equipment").

b. Portland will maintain and provide TriMet with information identifying and inventorying all of the equipment.

c. The equipment will be for the sole use of the Division except as provided at (g) below, shall reside only at the Division's headquarters facility, and shall not be transferred or loaned to, or used by any other division or department of Portland.

d. Ongoing maintenance and support of the equipment, including software licenses and fees, and future replacement of equipment components or software for any failure prior to useful life (per item (e) below), shall be the sole responsibility of Portland.

e. The useful life of the equipment shall be as specified by TriMet's standard replacement life-cycle for replacement of computers, monitors, and printers used within TriMet.

f. At the end of useful life of the equipment (per item (e) above), Portland and TriMet may mutually agree to amend this Agreement, to provide for replacement of the equipment.

g. TriMet will separately provide and maintain computers, printers, monitors and software at the Division's headquarters or field offices for use by TriMet Operations personnel, TriMet contracted transit security officer personnel, Rider Advocate personnel, and the TriMet Deputy District Attorney.

7. 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. Portland agrees that the work and operations of the Division, including Portland's assigned transit police personnel, with respect to activities relating to the Premises, are subject to and shall comply with all provisions and requirements of the Lease, the terms of which are incorporated into and made part of this Agreement, and specifically any obligations of TriMet as Lessee.

8. TERM

The initial term of this Agreement shall be from July 1, 2005 to June 30, 2006. Thereafter, this Agreement will automatically renew for successive one-year terms through June 30, 2010, unless terminated sooner under the terms of this Agreement.

9. PROJECT MANAGERS

TriMet's Project Manager is Director of Safety and Security; phone (503) 962-4982, fax (503) 962-7572, address: 4012 S.E. 17th Avenue, mailstop: TPD, Portland, OR 97202-3993. City of Portland's Project Manager is Commander, Transit Police Division; phone (503) 962-5835, fax (503) 962-7888, address: 210 N.W. 1st Avenue, Portland, OR 97209-3923. All communications or notices under this Agreement shall be provided to the Project Managers designated by this Paragraph 9. The parties shall promptly notify each other in writing of any change in the designated Project Managers.

10. TERMINATION

a. Either party may terminate this Agreement for its convenience and without penalty by giving the other party thirty (30) days written notice of its intention to terminate.

b. If TriMet is unable to appropriate sufficient monies to pay Portland for their services under this Agreement, TriMet shall notify Portland and the Agreement shall automatically terminate 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 provided for under this Agreement.

11. LIABILITY/ INDEPENDENT CONTRACTORS

Portland shall comply with all federal, state and local, laws, rules and regulations applicable to the work under this Agreement. Portland and the other jurisdictions providing Transit Police officers, deputies or other personnel under this Agreement shall be responsible for the work and operations of the Transit Police Division.

a. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall defend, indemnify and save harmless TriMet, its directors, officers, agents and employees from and against all liability, loss, expenses and costs arising out of or resulting from the acts or omissions of Portland, its officers, employees and agents under this Agreement.

b. Portland is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for payment of all costs and expenses related to its employment of individuals performing work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. Portland is a subject employer under Oregon Workers Compensation laws and shall comply with ORS 656.017 which requires Portland to provide workers compensation coverage for all of its subject workers.

12. NO THIRD PARTY BENEFICIARY

TriMet and Portland are the only parties to this Agreement, and as such are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or create or provide any legal right or benefit, direct, indirect or otherwise, to any party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

13. ATTORNEY FEES

In the event a lawsuit is instituted to obtain performance of any kind under this Agreement, the prevailing party shall be entitled to such additional sums as the court may adjust for reasonable attorney fees, all costs and disbursements, including attorney fees, costs and disbursements on appeal.

14. SEVERABILITY

The Parties agree that if any term of provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

15. MEDIATION

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by both parties.

16. INTEGRATION

This Agreement contains the entire agreement between the parties regarding the subject matter addressed herein and supersedes all prior written or oral discussions or agreements.

The parties have caused this agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

CITY OF PORTLAND

**TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON (TRIMET)**

By: _____
Tom Potter
Mayor

By: _____
Fred Hansen
General Manager

By: _____
Gary Blackmer, Auditor

Approved as to form:

Approved as to form:

APPROVED AS TO FORM

Linda Meng, City Attorney

TriMet Legal Department

Linda Meng
CITY ATTORNEY

EXHIBIT A

Transit Police Deployment Strategy and Priority of Services

GOAL: To build and maintain public confidence in the security and safety of the TriMet regional transit system through the development and implementation of proactive deployment strategies, priority of services, and practices to help ensure the safety and security of transit system customers, employees, and the general public as they interact with the transit system.

OBJECTIVES:

1. To maximize officer presence on the transit system, focusing on crime prevention and pro-active enforcement.
2. To build a high level of cooperation and coordination between the Transit Police Division and other local, state, and federal law enforcement agencies.
3. To use community outreach strategies and form partnerships with community-based organizations and service providers supporting security of the transit system.
4. To build and maintain cooperation and coordination between the Transit Police Division and TriMet field personnel, i.e., Operators, Field Supervisors, and Fare Inspectors.
5. To maintain public confidence in use of transit services.

DEPLOYMENT STRATEGY AND PRIORITY FOR SERVICES:

1. On-Board Presence: The priority for Transit Police 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 by local law enforcement from the respective jurisdiction.
3. Arrests: Arrests on the transit system incidents shall be by the respective Transit Police or local law enforcement which originated action on the incident.
4. Law Enforcement Support: Transit Police and local law enforcement shall be responsible for law enforcement support activities for their respective primary areas of responsibility.
5. Enforcement: Transit Police enforcement shall focus on TriMet ordinances, including fare enforcement, and State and City laws to help ensure the security of passengers, employees, and transit system property.
6. Targeting: Transit Police 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.

7. Community Involvement: Transit Police practices shall be integrated with the Portland Police Bureau's initiatives on community policing, to encourage direct police involvement with transit riders and employees and to have a visible "pro-active" presence on and around transit system vehicles and public facilities.

REPORTING AND PERFORMANCE MEASUREMENT:

The Transit Police Division shall continuously analyze reported crime on the transit system, in correlation with crime reported in the overall community, and make recommendations to TriMet with respect to specific operational strategies, deployment, and tactics to maximize performance of the above-stated Transit Police Division Goals and Objectives.

Portland, through the Transit Police Division Commander, shall provide monthly reporting to TriMet for performance measurement of Transit Police Division operations. Specific performance measures shall be agreed upon by the TriMet and Portland Transit Police Agreement Project Managers, and may include:

1. Presence Ratio: percentage of total Transit Police sworn officer worked hours, spent on-board transit system vehicles or on-site at transit system public facilities, for the period.
2. Citations: number of citations issued for the period.
3. Fares Inspected: number of transit system customers checked for valid proof of fare payment for the period.
4. Exclusions: number of TriMet exclusions or interdiction commands issued for the period.
5. Reported Crime: number of all crimes reported on the transit system for the period.
6. Arrests: number of arrests on the transit system for the period.
7. Commendations/Complaints: number of complaints and commendations received by TriMet pertaining to Transit Police operations for the period.
8. Perceived Security: public confidence in safety and security of the transit system as measured by occasional TriMet survey of transit system customers and the public.

EXHIBIT B

TRANSIT POLICE DIVISION WESTSIDE PRECINCT PILOT PROJECT

TriMet, the cities of Portland, Hillsboro, Beaverton, and Washington County ("WP parties") have agreed to implement a one-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-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 the cities of Hillsboro and Beaverton, and Washington County shall invoice the City of Portland for their respective Westside Precinct reimbursable costs. 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 officers will be assigned from the cities of Beaverton and Hillsboro, and Washington County. TriMet will provide funding for the initial five 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 to eight officers for the Westside Precinct would be preferred.
- E. The Westside Precinct will be under the overall operational structure and command of the Transit Police Division, adopting uniform methods, policies and practices, while providing the Westside Precinct officers autonomy and decision-making on deployment that focuses on policing of local jurisdictions with individualized local knowledge of the Westside Precinct. Day-to-day operation of the Westside Precinct will be under the command of the Transit Police Division, for coordination and communication of resources and operations. The Westside Precinct supervisor will communicate directly to the Transit Police Division lieutenant to facilitate this.
- F. Effective communication within the TriMet Transit Police Division ("Transit Police Division") is of the highest priority. To this end, a command level officer from the Hillsboro or Beaverton Police, or Washington County Sheriff department, will be appointed as Westside Precinct liaison to the Transit Police Division Command. TriMet Transit Police Division deployment plans and decisions will be jointly developed and determined by the Westside Precinct and Transit Police Division Command and Control, in conjunction with TriMet in accordance with general principles set forth in Exhibit A.
- 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 extreme emergencies, 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 to the Westside Precinct are prohibited from transfer and cannot be bumped from the Westside Precinct without prior authorization by the WP parties.
- 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 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-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 C

TRANSIT POLICE DIVISION STAFFING LETTER

(on TriMet letterhead)

(date of letter)

Chief of Police
City of Portland, Oregon
1111 SW 2nd Ave.
Portland, OR 97204

RE: Portland Police Staffing to TriMet Transit Police Division

Dear _____:

This letter is issued pursuant to the July 1, 2005 Agreement between the Tri-County Metropolitan Transportation District of Oregon (TriMet) and the City of Portland (Portland), for TriMet Transit Police Services, as amended, to establish or change the number of police officers assigned from the Portland Police Bureau 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 officer(s))
- from (date) to (date) (specify revised number of officer(s))
- etc. etc.
- from (date) to (effective date of this staffing change) (specify revised number of officer(s))

Staffing from (effective date of this staffing change)

- from (effective date of this staffing change) (specify revised number of officer(s))

Any future change in the number of officers assigned from Portland Police 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 Portland:

Chief of Police

date

EXHIBIT D

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. DEFINITIONS 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 databases and to criminal justice information which are accessible through the Oregon Law Enforcement Data System (LEDS).

III. LIMITS ON ACCESS

Access to PPDS criminal justice information shall be limited to criminal justice agencies that have executed formal written agreements with Portland Police Bureau, which commit the agencies to abide by the Security Policy herein described.

IV. LIMITS ON DISSEMINATION

Criminal justice agencies, which are authorized, access to PPDS criminal justice information may disseminate any PPDS criminal justice information directly under the following conditions:

- 1) The intended recipient of the information is a criminal justice agency or agent under the definition contained herein; or
- 2) The intended recipient of the information is legally authorized access to the specific information pursuant to statute, government regulation, or court order. Any liability that may arise from improper dissemination of PPDS criminal justice information shall rest entirely with the criminal justice agency and individuals that disseminated the information improperly.

Dissemination of juvenile criminal justice information shall be restricted as follows:

- 1) Information related to warrants, verified suspects, runaways, missing persons, witnesses, or complainants may be disseminated to criminal justice agencies.
- 2) All other information about juveniles shall not be disseminated.

Notwithstanding any other provisions herein contained, intelligence and investigative information shall not be publicly disclosed so long as there is a clear need in a particular case to delay disclosure in the course of an investigation in accordance with ORS 192.501 *et seq.*

V. ACCURACY AND COMPLETENESS

Each criminal justice agency which stores, collects, or disseminates PPDS criminal history record information shall establish procedures to ensure the accuracy and completeness of criminal history record information. No criminal justice history information shall be disseminated until the information has been verified against Computerized Criminal History (CCH) records of the Oregon Law Enforcement Data System (LEDS). All dispositions by a PPDS user agency should be reported to LEDS-CCH within sixty (60) days of their occurrence. No information shall be added to a person's criminal history record in PPDS unless the data is based upon a readily identifiable numbered source document and upon assurance that the information pertains to the individual whose criminal history record is affected.

VI. RIGHT TO ACCESS AND CHALLENGE

Any individual shall have the right of access to their own criminal history record information that is contained in the PPDS files for the purpose of review and challenge.

The Portland Police Bureau shall establish procedures that:

- 1) Inform an individual in writing, upon written request, the PPDS criminal history record information concerning her/him;
- 2) Make available to a person, upon written request, the PPDS criminal history report information concerning her/him;
- 3) Allow a person to contest the accuracy, completeness, or relevancy of her/his PPDS criminal history record information;

- 4) Allow PPDS criminal history record information to be corrected upon written request of a person when Portland Police Bureau concurs in the proposed correction;
- 5) Allow a person who believes that PPDS maintains inaccurate or incomplete criminal history record information concerning herself/himself to submit a written statement to the Portland Police Bureau setting forth what she/he believes to be an accurate or complete version of that criminal history record information. If, after a review of the statement, the Portland Police Bureau does not concur and does not make the corrections requested in the statement, the statement shall be filed in a manual file in the Portland Police Bureau Records Division under the appropriate PPDS identification number and any subsequent response to a request for PPDS criminal history record information shall disclose the existence of the statement challenging the accuracy or completeness of the PPDS criminal history record information.

VII. INFORMATION CONTROL AND RESPONSIBILITY

Additions, modifications, and deletions of information stored in the PPDS databases shall be restricted to specifically authorized individuals and electronic devices. Each PPDS user agency will provide the Portland Police Bureau with a list of the persons and the devices within the agency that will be permitted to access the PPDS files.

VIII. SECURITY

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 finger printed 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 an 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.