

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF PORTLAND AND THE TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF OREGON**

Contract No. GS150820LG

The City of Portland (Portland) and the Tri-County Metropolitan Transportation District of Oregon (TriMet) enter into this agreement for the purpose of providing transit police services to TriMet.

**1. TERM**

The initial term of this Agreement shall be from September 29, 2015 through June 30, 2016. Thereafter, this Agreement will automatically renew for four successive one-year terms (July 1 through June 30) commencing on July 1, 2016, unless terminated sooner under the terms of this Agreement.

**2. SERVICE LEVEL**

a. Regional Integration of Transit Police Services:

This Agreement is a "Prime Agreement" (hereinafter "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. 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 officers(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 Division.

c. Portland Police Regional Justice Information Network (RegJIN):

Related support provided by Portland includes access by the Division to RegJIN. TriMet shall comply with the RegJIN Security Policy (Policy), attached as Exhibit A 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.

### 3. 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, and in accordance with TriMet's System Security Plan and as summarized in the attached Exhibit B, which is incorporated into and made part of this Agreement.

b. Transit Police Precincts. TriMet and Portland hereby agree, via this Prime Agreement and the respective Subsidiary Agreements, to operate Transit Police Precincts to expand and enhance community policing, safety and security on the transit system.

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 Division's command personnel. The Police Chiefs of the Subsidiary Agreement jurisdictions and the Division Commander shall determine deployments of the respective jurisdiction's personnel on the transit system in accordance with the provisions of Exhibit B.

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

f. Term of Assignment. Officers assigned to the Transit Police Division shall serve a minimum of three (3) years. The term of assignment may be extended upon mutual agreement by TriMet and Portland. In the event of a hardship Portland shall notify TriMet in writing explaining the hardship. The term of the assignment shall be revised as mutually agreed upon in writing by the Parties.

g. Selection and Assignment – Commander, Lieutenants, Non-Sworn Portland Police Bureau Division Support Staff and Supplemental Police Personnel:

i. Selection of Commander: Portland shall consult with the Executive Director of Safety and Security (“Executive Director”) when proposing to fill any vacancy or prior to any proposed reassigning of the position of the Transit Police Commander unless the reassignment is due to a performance deficiency, administrative investigation or immediate Bureau need. The Chief’s Office will discuss with the Executive Director the backgrounds and resumes of potential candidates, as well as affording the Executive Director the opportunity to meet with and interview the candidates. The Executive Director will provide input and recommendations to the Chief’s Office prior to the Chief’s appointment to ensure that the candidate can fulfill the obligations of Commander as set forth in this agreement.

ii. Selection of Central Precinct Lieutenants Two Lieutenants shall be assigned to the Division to work out of the Central Precinct office. The two Lieutenants’ work shifts (morning/afternoon) shall be determined by mutual agreement of the Executive Director and the Chief’s Office. The process for selection of these two Lieutenants is set forth in (a) and (b) below.

(a) One of the Lieutenants assigned to work out of the Central Precinct office shall be selected by Portland. Portland shall consult with the Executive Director when proposing to fill a vacancy or prior to any proposed reassigning of this Lieutenant position unless the reassignment is due to a performance deficiency or administrative investigation. The Chief’s office will discuss with the Executive Director the backgrounds and resumes of potential Lieutenants that might be assigned and afford the Executive Director the opportunity to meet with and interview the potential Lieutenants. The Executive Director will provide input and recommendations to the Chief’s Office prior to the Chief’s appointment to ensure that the candidate can fulfill the obligations of Lieutenant as set forth in this agreement.

(b) The other Lieutenant assigned to work out of the Central Precinct office shall be selected from Portland or one or more of the Subsidiary jurisdictions in accordance with the procedure set forth in Paragraph (iii) below.

iii. Selection of Other Lieutenant Positions. In the event of any other Lieutenant position vacancy or proposed re-assignment for any reason, the Transit Police Commander shall solicit from Portland or one or more Subsidiary jurisdictions potential candidates to fill the position. In the case of Subsidiary jurisdictions, the Chief of Police/Sheriff of the Subsidiary jurisdiction shall forward a letter of recommendation to the Transit Police Commander, along with backgrounds and resumes, of potential candidates who can fulfill the obligations of the Lieutenant as set forth in this Agreement. The Transit Police Commander will discuss with the Executive Director the backgrounds and resumes of potential candidates, as well as affording the Executive Director the opportunity to meet with and interview the candidates. The Executive Director will provide input and recommendations to the Transit Police Commander prior to the Transit Police Commander’s appointment to ensure that the candidate can fulfill the obligations of Lieutenant as set forth in this Agreement.



iv. Non-sworn Division Support Staff: TriMet authorizes the Transit Police Commander to hire a Division staff administrator, part-time, limited-term administrator, and a criminal analyst to support the duties of the Commander, and to post to fill any vacancies in those positions. Potential candidates shall be interviewed and selected by the Transit Police Commander, subject to the Executive Director's satisfaction that the selected candidate is necessary to fulfill the obligations of this Agreement. Non-sworn Division staff will be under the supervision of the Transit Police Commander, or their designee.

v. Supplemental Police Services. TriMet agrees to pay for supplemental Division police services on an intermittent basis to assist the Division in responding to occasional community impacts or surges that require additional policing. The Executive Director must approve the use of supplemental Division police services prior to deployment by the Division Commander. Once approval is received from the Executive Director, the Division Commander will submit in writing to the Executive Director the name of the Subsidiary Agreement jurisdiction providing the supplemental police services, and the number and names of personnel being assigned.

#### 4. REIMBURSEMENT OF COSTS

a. Personnel Costs. The salaries, overtime, insurance, retirement, cell phone monthly bases, and other benefits ("Personnel Costs") 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 invoice TriMet monthly for all actual incurred Personnel Costs for Division personnel services provided by Portland. All Subsidiary Jurisdictions shall directly invoice TriMet monthly for all actual incurred Personnel Costs for Division personnel services provided by the respective Subsidiary jurisdictions. Administrative fees charged by Portland to TriMet in connection with billings shall not exceed the sum of 5% of direct costs of salaries, insurance, retirement and other benefits paid to its personnel assigned to the Division. TriMet agrees to compensate Portland within thirty (30) days after receiving the respective invoice. Invoices should be submitted to TriMet, Attn: Accounts Payable – FN4, 4012 S.E. 17th Avenue, Portland, OR 97202.

b. Training/Meeting Costs. Training and meeting costs must be pre-approved by the Transit Police Commander and the Executive Director as set forth in this paragraph. Transit Police personnel must follow training protocols established by their respective Subsidiary Agreement jurisdictions and complete the necessary paperwork to attend training. Trainings must be scheduled at least 30 days in advance of the training date. If approved by the Commander, the Commander shall forward the training/ meeting costs to the Executive Director for final approval.

c. Equipment and Uniforms: Portland shall assign officers to Transit Police with a standard uniform and a complement of personal equipment at its own expense. Non-personal equipment purchased at TriMet expense specifically for Transit Police shall be for the exclusive use of Transit Police, regardless of title. Personal equipment (such as but not limited to TASERS) purchased by TriMet for the use of officers from other agencies that do not provide such equipment shall remain for exclusive use within Transit Police, regardless of title.



Expenses associated with routine replacement of uniform and equipment damaged or worn-out in normal use shall be billed to TriMet subsequent to pre-approval by the Executive Director.

Operating costs for equipment (such as but not limited to telecommunications, radios and mobile telephones) shall be billed to TriMet subsequent to pre-approval by the Executive Director. Monthly equipment replacement reserve costs for those items Portland manages in that manner shall be billed to TriMet.

Portland shall be responsible for its incurred expenses in performing this Agreement unless authorized and approved by the Executive Director in accordance with this subparagraph d.

d. Any reimbursement by TriMet of costs or expenses incurred by Portland or Subsidiary Agreement jurisdictions in the performance of this Agreement not included in subparagraphs (a) and (b) shall be subject to the Executive Director's prior authorization and approval, including but not limited to expenditures for supplies and vehicles.

e. Amount. Prior to December 1<sup>st</sup> of each year of this Agreement, Portland shall submit to TriMet a proposed annual budget for the operation of the 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 services under this Agreement. If the parties cannot agree on such compensation by December 1<sup>st</sup>, either party may elect to terminate this Agreement without penalty.

f. Increases. 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.

## **5. 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 3 to the Subsidiary Agreements, to the extent the terms of Exhibit 3 are not in conflict with the respective police collective bargaining agreements.

## **6. 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 6. Vehicles assigned to Transit Police purchased through Portland by TriMet are for the exclusive use of TriMet and Transit Police Division. Those vehicles shall be marked with appropriate distinctive insignia to indicate they are Transit Police vehicles, 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 Division officers.

Except for the surveillance van, Portland shall manage the fleet of Transit Police vehicles through its internal service provider as it does for the rest of the Portland Police fleet of vehicles. Management of the fleet shall include routine maintenance and repair, fueling, and provision of a like replacement for each vehicle at the end of its service life. Portland shall hold title to the vehicles and manage vehicle registration and insurance. The surveillance van shall be maintained by TriMet. Portland shall deliver the surveillance van to the Center St Bus Maintenance Facility for scheduled maintenance in accordance with TriMet's support vehicle scheduled maintenance procedures.

Expenses associated with fuel and for routine vehicle maintenance and repair shall be charged to TriMet on a monthly basis. The vehicle replacement reserve cost for each vehicle in the Transit Police Division fleet shall be billed in monthly increments that correspond to the service life in months. This shall be held by Portland in a replacement reserve fund. A like replacement vehicle shall be furnished to Transit Police Division with the expense paid from that reserve fund at the end of each vehicle's service life. TriMet may increase the number of police vehicles assigned to the Transit Police Division by arrangement with Portland. Portland shall procure and outfit those vehicles. The initial full cost for procurement and outfitting of additional vehicles shall be billed to TriMet at the time the vehicles are assigned to Transit Police. Ongoing monthly vehicle replacement reserve funding for the vehicle shall be billed to TriMet.

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

- |                           |                                |
|---------------------------|--------------------------------|
| (1) 1987 Dodge Van        | VIN 2B7KB33W9HK300912          |
| License WRD773            |                                |
| (2) Trailer               | VIN 1WC200F1XX4036111          |
| (3) ATV                   |                                |
| 14 Yamaha Grizzly 450 4x4 | VIN 5Y4AJ63Y6EA103289 #14-1901 |
| 14 Yamaha Grizzly 450 4x4 | VIN 5Y4AJ63Y7EA103284 #14-1902 |

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 but not limited to maintenance, repair, fueling and operation of the Vehicles.

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 11 TERMINATION, either party may immediately terminate this permit of use granted under Paragraph 6 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.

## 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. **FEDERAL FUNDING**

This Agreement is funded in part by a U.S. Department of Homeland Security Grant between TriMet and the U.S. Department of Homeland Security. This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement as set forth in the attached and incorporated Exhibit "D".

## 9. **BODY CAMERAS**

It is the intent that sworn officers will wear body cameras, subject to a Subsidiary Agreement law enforcement jurisdiction and Portland reaching mutual written agreement regarding the acquisition, implementation, and use of body cameras. Portland shall be responsible for the Division's acquisition, implementation, and use of body cameras. This is subject to additional policy development and legislation.

## 10. **PROJECT MANAGERS**

TriMet's Project Manager is the Executive Director of Safety, Security and Environmental Services, phone (503) 962-4909, fax (503) 962-7888, address: 4012 S.E. 17<sup>th</sup> Avenue, mailstop: TPD, Portland, OR 97202-3993. City of Portland's Project Manager is Commander, Transit Police Division, phone (503) 962-5835, fax (503) 962-7572, address: 210 N.W. 1<sup>st</sup> Avenue, Portland, OR 97209-3923. All communications or notices under this Agreement shall be provided to the Project Managers designated by this Paragraph. The parties shall promptly notify each other in writing of any change in the designated Project Managers.

## 11. **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 or subsidiary jurisdictions for their services under this Agreement, TriMet shall notify Portland and subsidiary jurisdictions and the Agreement shall automatically terminate as of the end of the last fiscal year for which such appropriations are available.

c. In addition to the rights afforded under subparagraphs (a) and (b) above, this Agreement may be terminated by a Party as a result of a material breach of an obligation by the other Party to this Agreement as provided by law or in equity. Prior to such a termination, the terminating Party must provide the other Party with thirty (30) calendar days written notice of the material breach, including a detailed explanation of the breach during which period the breaching Party may cure the material breach ("Cure Period"). If at the end of the Cure Period the breaching Party has not cured the default, the terminating Party may terminate this Agreement for default and pursue any available legal or equitable remedies.

d. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend and indemnify provided for under this Agreement.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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: \_\_\_\_\_  
Charlie Hales                      Date  
Mayor

By: \_\_\_\_\_  
Neil McFarlane                      Date  
General Manager

By: \_\_\_\_\_  
Mary Hull Caballero                      Date  
Auditor

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Glenn Fullilove, City Attorney                      Date

\_\_\_\_\_  
TriMet Legal Department                      Date



**EXHIBIT A****Portland Police Regional Justice Information Network "RegJIN"  
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 ensure 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 from, 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 Regional Justice Information Network (RegJIN), 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.

RegJIN is an automated criminal justice network information system that is operated by the Portland Police Bureau. Through electronic communication devices, RegJIN 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 RegJIN 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 RegJIN criminal justice information may disseminate any RegJIN 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 RegJIN 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 RegJIN 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 RegJIN 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 RegJIN 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 RegJIN 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 RegJIN criminal history record information concerning her/him;
- 2) Make available to a person, upon written request, the RegJIN criminal history report information concerning her/him;
- 3) Allow a person to contest the accuracy, completeness, or relevancy of her/his RegJIN criminal history record information;
- 4) Allow RegJIN 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 RegJIN 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 RegJIN identification number and any subsequent response to a request for RegJIN criminal history record information shall disclose the existence of the statement



challenging the accuracy or completeness of the RegJIN criminal history record information.

## VII. INFORMATION CONTROL AND RESPONSIBILITY

Additions, modifications, and deletions or information stored in the RegJIN databases shall be restricted to specifically authorized individuals and electronic devices. Each RegJIN 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 RegJIN files.

## VIII. SECURITY

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

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

C. Personnel Security - Any persons having authorized access to RegJIN 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 RegJIN 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 RegJIN 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 RegJIN 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 RegJIN 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 RegJIN information;
- 3) It may temporarily suspend an agency as a RegJIN user;
- 4) It may terminate all RegJIN 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 RegJIN by an employee or agent of the City or any RegJIN user agency may result in sanctions by the employer against the individual or individuals who committed the violation.

## Exhibit B

### Transit Services Deployment Strategy and Priorities

**GOAL:** To build and maintain public confidence in the security and safety of TriMet's transit system through the development and implementation of proactive strategies, practices, and resource allocation and deployment methodologies to help ensure the safety and security of TriMet customers, employees, and the general public as they interact with the transit system.

**OBJECTIVES:** TriMet's objectives for the TriMet Transit Police Division are:

1. To focus efforts on prevention and pro-active enforcement to maximize visible presence on the system, including the use of outreach strategies and forming partnerships with community elements and service providers.
2. To build and maintain an appropriate level of cooperation and coordination between the TriMet Transit Police Division, contracted security services provider, and TriMet field personnel, i.e., Operators, Fare Inspectors, and Road and Rail Supervisors, including responding to calls for assistance and providing or coordinating follow-up investigation or tactical response.
3. To build a high level of cooperation and coordination between the TriMet Transit Police Division and other federal, state, and local law enforcement agencies.
4. To maintain public confidence in use of transit services.
5. To report related incidents to TriMet.

**STRATEGY:** The deployment of the TriMet Transit Police Division is to be developed in coordination with TriMet and will take into consideration the identified security needs of TriMet. Coordination will emphasize information sharing and deployment strategies aimed at protecting customers, TriMet employees, and the general public as they interact with the transit system.

**PRIORITIES:** Deployment priorities for the TriMet Transit Police Division will emphasize:

1. Enforcement: Focusing on TriMet ordinances and State and City laws to help ensure the security of passengers, employees, and TriMet's property by responding timely to transit incidents.
2. Problem Orienting Policing: Identifying problem areas, routes and/or transit centers/transfer points based on data relative to the greatest needs for "preventive action" using-whenever possible-community policing strategies.



3. Community Involvement: It is a priority of TriMet to have our transit policing integrated with Portland Police Bureau's initiatives on community policing to encourage more direct police involvement with our riders and employees and to have a visible "pro-active" presence on and around TriMet's public facilities.

4. Visible Presence: On board buses and light rail (MAX) and at transit center/transfer points.

5. Reporting: Provides periodic and timely reports concerning the TriMet Transit Police Division's work, analyzes crime, part 1 crime data and trends, and related system security and safety data, and make recommendations to TriMet with respect to strategy, deployment, and resource allocation.

6. Community Complaints: All community complaints concerning the City of Portland officers will be referred to the City of Portland with the finding copied to the Commander and the Transit Police Division. Both parties agree to:

- A. Maintain a police accountability system as described at subsections (B) through (G) below.
- B. Provide an accountability system intake point to which the other participating Transit Police jurisdictions ("jurisdictions") can refer or deliver complaints about City of Portland officers working in the Transit Police Division.
- C. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning its officers who work in the Transit Police Division.
- D. Deliver all complaints about an officer who works in the Transit Police Division received from the community or generated by peace officers to the accountability system intake point of the subject officer's employing jurisdiction.
- E. Absent a conflict with ORS 181.854 (3), permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Transit Police Division officer.
- F. Adhere to Portland Police Bureau Transit Police Division SOP A-20 (Exhibit E) to the extent it does not conflict with City of Portland labor agreement and agency procedures or directives.
- G. Conduct joint investigations when necessary and appropriate.

## EXHIBIT C

### TRANSIT POLICE DIVISION STAFFING LETTER

(on TriMet letterhead)

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(date of letter)

Chief of Police  
City of Portland  
1111 SW 2<sup>nd</sup> Ave.  
Portland, OR 97204

RE: Portland Police Staffing to TriMet Transit Police Division

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

This letter is issued pursuant to the September 29, 2015, 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) etc. (specify revised number of officer(s))
- from (date) to (effective date of this staffing change) etc. (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,

Harry Saporita, Executive Director, Safety, Security & Environmental Services  
TriMet

Agreed to by Portland:

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Chief of Police

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Date

**EXHIBIT D****U.S. DEPARTMENT OF HOMELAND SECURITY GRANT CONTRACT  
REQUIREMENTS**

As used below, the term "Contractor" shall mean the City of Portland.

**I. DEFINITIONS**

- A. Homeland Security Directive includes any Homeland Security circular, notice, order or guidance providing information about Homeland Security grants, programs, application processing procedures, and Project management, including grant requirements and guidelines.
- B. Government means the United States of America and any executive department or agency thereof.
- C. Homeland Security means the United States Department of Homeland Security (DHS) or its Office for Domestic Preparedness, and including but not limited to the Federal Emergency Management Agency (FEMA).
- D. Third Party Subcontract means a subcontract at any tier entered into by Contractor or a subcontractor, financed in whole or in part with Federal assistance originally derived from Homeland Security.

**II. FEDERAL REQUIREMENTS**

- A. Homeland Security requires that a grant recipient require that any contractor employed in completion of a DHS grant project comply with the applicable requirements of Title 2, Part 200 of the Code of Federal Regulations (C.F.R.), the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, , the terms and conditions of which are incorporated herein by reference. In addition, any such contractor shall require each of its subcontractors employed in the completion of the project to comply with the foregoing requirements
- B. Contractor shall at all times comply with all applicable terms, conditions, regulations, policies, procedures and Homeland Security Directives, including without limitation those listed directly or by reference in the financial assistance agreement between TriMet and the Homeland Security, as they may be amended or promulgated from time to time during the term of this Agreement, which shall be deemed to be incorporated herein. Contractor's failure to so comply shall constitute a material breach of this Agreement. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



- C. All Homeland Security mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause TriMet to be in violation of the Homeland Security terms and conditions.

### **III. ACCESS TO RECORDS**

- A. Contractor agrees to provide TriMet, Homeland Security, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- B. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than six years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date Contractor receives final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until TriMet, Homeland Security, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- D. Contractor agrees to include paragraphs A, B, and C above in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **IV. DEBARMENT AND SUSPENSION**

This Agreement is a covered transaction for purposes of 2 CFR Part 200. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 2 CFR Part 180, or affiliates, as defined at 2 CFR Part 180, are excluded or disqualified as defined therein. By signing this Agreement, Contractor makes a material representation of fact relied upon by TriMet that Contractor has complied with 2 CFR Part 180. If it is later determined that Contractor knowingly rendered an erroneous representation of compliance with 2 CFR 200, in addition to and without limitation of the remedies available to TriMet, the Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. In addition, Contractor is required to comply with 2 CFR Part 200 throughout the term of this Agreement, and must include the requirement to comply with 2 CFR Part 200 in any lower tier covered transaction it enters into.

### **V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR**

- A. TriMet and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Government, the Government is

not a party to this Agreement and shall not be subject to any obligations or liabilities to TriMet, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

- B. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**VI. CONTRACT WORK HOURS AND SAFETY STANDARDS** *(applicable to non-construction contracts in excess of \$2,500 that employ laborers or mechanics)*

- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) and 40 U.S.C. 3701-3708 as applicable, as amended and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), which are incorporated herein.
- B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause in Paragraph B of this section, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph B of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph B of this section.
- D. **Withholding for unpaid wages and liquidated damages** - TriMet shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.
- E. **Subcontracts** - The contractor or subcontractor shall include in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring



the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

## **VII. NOTICE OF REPORTING REQUIREMENTS**

Contractor shall comply with the reporting requirements of Homeland Security stated in 2 CFR Part 200.328 , The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **VIII. COPYRIGHTS**

- A. Contractor agrees that Homeland Security shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
  - 1. The copyright in any work developed with the assistance of funds provided under this Agreement;
  - 2. Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **IX. PATENT RIGHTS**

- A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, TriMet and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the Homeland Security. Unless the Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual), TriMet and Contractor agree to take the necessary actions to provide, through Homeland Security, those rights in that invention due the Government in accordance with 44 CFR Part 13.36(i) (8).
- B. The Contractor also agrees to include paragraph A above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by Homeland Security.



**X. ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub L. 94-163, 89 Stat.871). Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

In addition, to the extent applicable, Contractor shall comply with the requirements of 2 CFR Part 200.322 regarding procurement of recovered materials.

**XI. ENVIRONMENTAL REQUIREMENTS**

- A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation of these requirements to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA regional office.
- B. Contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA Regional Office.
- C. Contractor agrees to include the requirements at paragraphs A, B and C above in each third party subcontract exceeding \$150, 000 financed in whole or in part with Federal assistance provided by Homeland Security.

**CERTIFICATION**  
**REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The City of Portland certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_  
Charlie Hales

\_\_\_\_\_  
Mayor of City of Portland

**Exhibit E****TRANSIT POLICE STANDARD OPERATING PROCEDURES**

SOP:	<b>A-20</b>
EFFECTIVE:	<b>April 1, 2012</b>
REVIEW:	<b>April 1, 2014</b>

**SUBJECT:** Non-Criminal and Criminal Investigations Involving Transit Police Members

**PURPOSE:**

To establish a process for handling non-criminal and criminal investigations that respects all rights and privileges under the affected member's collective bargaining agreement and the member's agency policies.

**DEFINITIONS:**

*Partner Agency:* Any police agency that has a current Intergovernmental Agreement with the Tri- county Metropolitan Transit Authority to supply law enforcement services.

*Non-criminal Complaint:* A complaint made against an officer or deputy where there are no allegations of criminal conduct.

*Criminal Investigation:* An investigation to determine criminal culpability.

*Lead Agency:* The agency taking primary responsibility for the non-criminal or criminal investigation.

**POLICY:**

**Non-Criminal Investigations**

Non-criminal complaints received by the Transit Police Division (TPD), Internal Police Review (IPR) or any partner agency will be referred to the respective member's agency for disposition. The member's agency will be the lead agency and will be responsible for processing/investigating the complaint using their policies.

**Criminal Investigations**

Complaints or events that warrant a criminal investigation will be referred to the jurisdiction of occurrence. The jurisdiction of occurrence will become the lead agency. The lead agency will be responsible for processing/investigating the incident using their policies.

**Cooperation**

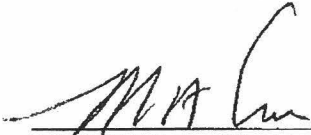
All partner agencies acknowledge that investigations should be thorough and completed without unreasonable delay. Partner agencies will cooperate with the lead agency in an investigation, to the extent allowed by their (partner agency) policies and collective bargaining agreements, to ensure the investigation is thorough and completed in a timely manner.



**Notifications**

When the lead agency receives a complaint or opens an investigation where there is alleged misconduct by a TPD member, the lead agency will notify the TPD commander and the employing agency as soon as possible.

At the completion of each investigation the lead agency will apprise the TPD commander and the employing agency of the findings.



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MICHAEL A. CREBS  
Commander Portland Police  
Transit Police Division