

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

Contract No. 10-0809

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 (Agreement).

1. TERM

The initial term of this Agreement shall be from July 1, 2010 to June 30, 2011. Thereafter, this Agreement will automatically renew for successive one-year terms through June 30, 2015, 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 Portland and 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. Portland Police Data System (PPDS):

Related support provided by Portland includes access by the Division to PPDS. TriMet shall comply with the PPDS 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 Agreement and the respective Subsidiary Agreements, that the Transit Police Precincts will be operated 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 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 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, 2010 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.

4. REIMBURSEMENT OF COSTS

a. Costs. The salaries, overtime, 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 invoice TriMet monthly for all Division personnel services and the operating expenses of the Transit Police Division provided by Portland as mutually agreed by the City of Portland and TriMet. The Subsidiary Agreement jurisdictions shall invoice TriMet monthly for all Division personnel services provided by their respective personnel. Administrative fees charged by Portland to TriMet in connection with Portland's billings shall not exceed the sum of 5% of direct costs of salaries, overtime, 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. 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 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. Increases. If there are changes in Portland General Orders or Policies that increase or modify the final 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. 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-TriMet Division officers. The Vehicles shall be used only within the TriMet district boundaries and solely for the purposes consistent with the mission of the 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 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. PROJECT MANAGERS

TriMet's Project Manager is Director of Safety and Security, phone (503) 962-4982, fax (503) 962-7888, 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) 962-7572, 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. The parties shall promptly notify each other in writing of any change in the designated Project Managers.

9. 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 Agreement jurisdictions for their services under this Agreement, TriMet shall notify Portland and the subsidiary jurisdictions and this 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.

10. 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 Subsidiary Agreement 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.

11. 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.

12. 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.

13. SEVERABILITY

The Parties agree that if any term or 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.

14. 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.

15. 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: _____
Sam Adams Date
Mayor

By: _____
Fred Hansen Date
General Manager

By: _____
Lavonne Griffin-Valade Date
Auditor

Approved as to form:
APPROVED AS TO FORM

Approved as to form:

By: _____
Linda Meng, City Attorney Date
CITY ATTORNEY 6/17/10

TriMet Legal Department Date

EXHIBIT A

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 there 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 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.

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 street time, 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 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. Targeting: 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: Integration of TriMet transit policing 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. Presence: On board buses and light rail (MAX) and at transit center/transfer points.
5. Reporting: Provision of periodic and timely reports concerning the TriMet Transit Police Division's work, that analyzes crime and related system security and safety data, and makes recommendations to TriMet with respect to strategy, deployment, and resource allocation.

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, 2010 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) 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