

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
TRIMET AND THE CITY OF TUALATIN  
FOR COST SHARE OBLIGATIONS FOR SW SAGERT & 68TH  
SHELTER PAD CONSTRUCTION COSTS**

**TriMet Contract No.**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_, 2024, by and between the TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, a mass transit district of the state of Oregon, hereinafter referred to as "TriMet", and THE CITY OF TUALATIN, a municipal corporation of the state of Oregon, hereinafter referred to as "The City".

**RECITALS**

1. TriMet utilizes the public Right of Way on SW Sagert Street, for bus service.
2. This IGA is a mechanism to administer the Sagert Street west of 68<sup>th</sup> Ave Bus Pad Installation Project ("Project") set out in Exhibit A of this agreement. The Project includes planning, construction and installation of an ADA accessible shelter pad at SW Sagert Street and 68<sup>th</sup> Street, Stop ID 82818.
3. The total cost for the Project is estimated not to exceed \$16,000. TriMet's total contribution shall not exceed \$0. The City shall be responsible for any for any and all project-related costs.
4. The Parties desire to work together and to complete the Project.
5. The Parties are authorized to enter into this Agreement pursuant to the provisions of ORS Chapter 190.

Now, therefore, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**TERMS OF AGREEMENT**

**I. SCOPE OF WORK; REIMBURSEMENT.**

1. TriMet shall procure a contractor or subcontractor to install a new concrete ADA

accessible shelter pad that will be 6'x18' with retaining walls in the public right of way. The work is scheduled to be completed no later than June 30, 2025. TriMet shall keep the City fully apprised of the work schedule.

2. As part of the Project, TriMet will also install and maintain a bus stop shelter at the stop boarding area.
3. The City shall reimburse TriMet for the cost of the construction and installation of the shelter pad and bus stop improvements in the amount of not more than \$16,000. The City shall be responsible for any for any and all project-related costs in excess of \$16,000. Furthermore, the City shall be responsible for any maintenance costs as specified under paragraph II.A.2 of this agreement.
4. TriMet shall invoice the City upon completion of concrete shelter pad and stop improvements.
5. Invoices shall be sent to the following address: City of Tualatin, Attn: Accounts Payable, 18880 SW Martinazzi Avenue. Tualatin, OR 97062
6. The City shall reimburse TriMet for invoiced project costs within thirty days of receipt of invoice or execution of this agreement, whichever occurs last.

## **II. PARTY RESPONSIBILITIES**

### **A. City of Tualatin Responsibilities:**

1. The City shall designate appropriate staff to carry out the City's responsibilities.
2. The City shall be responsible for the ownership and maintenance of sidewalks and roadways, including the shelter pad, constructed along SW Sagert Street and SW 68<sup>th</sup> Street, Stop ID 82818.
3. The City shall be responsible for funding of the project up to the amount of \$16,000. TriMet will invoice the City for the completed projects and the City pay such invoice within 30 days of receipt or within 30 days of execution of this agreement, whichever occurs last.

### **B. TriMet Responsibilities:**

1. TriMet shall designate appropriate staff to carry out TriMet's responsibilities.
2. TriMet shall plan, construct and install an ADA accessible shelter pad at SW Sagert and SW68th Street.

3. Upon completion and curing time of the new pad, TriMet will install and maintain a bus shelter.
4. TriMet will submit required invoices and documentation supporting invoiced costs to the City for review.
5. TriMet shall designate appropriate staff to carry out TriMet's responsibilities.

### III. GENERAL PROVISIONS

1. Each party has designated a project manager as its formal representative for purposes of this Project:

Michelle Wyffels, TriMet  
101 SW Main Street, Suite 700  
Portland, OR 97204  
Phone: 503.962.2180  
Email: wyffelsm@trimet.org

Mike McCarthy  
18880 SW Martinazzi Avenue  
Tualatin, OR 97062  
Phone: 503.691.3674  
Email: mmccarthy@tualatin.gov

The Project Managers are authorized to approve work and billings, to give notices, to execute amendments to this Agreement, to terminate this Agreement and to carry out any other act referred to herein.

Either party may designate a different project manager by giving written notification to the other party as provided in this paragraph.

The City shall adopt an ordinance authorizing its officials to enter into and execute this Agreement.

2. **Relationship of the Parties.** Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be an employee, agent or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.
3. **No Third-Party Beneficiary.** Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third-parties unless third-persons are expressly described as intended to be beneficiaries of its terms.
4. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. If a Party is not in compliance with any law, regulation, executive order or ordinance, it shall

take immediate steps to gain compliance.

5. **Insurance Requirements.** TriMet is self-insured. The City is insured through City-County Insurance Services. Both parties agree TriMet shall not be required to purchase the insurance described below unless it is no longer self-insured. The City's insurance coverage is equal or greater to the coverage described in Paragraphs 5.1 and 5.2. Any purchased insurance shall meet the following requirements.

- 5.1 **Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage.** This insurance shall include personal injury coverage; contractual liability coverage for the indemnity provided under this Agreement; and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Each annual aggregate per occurrence limit shall not be less than \$2,000,000, or the equivalent, when applicable. The liability coverage required for performance of the Agreement shall include both TriMet and The City as additional insureds, to the extent allowed by law. The party obtaining such insurance shall furnish the other party with a Certificate of Insurance for the limits set out above, which is to be in force and applicable to the Work. The insurance coverage shall not be amended, altered, modified, or canceled without at least thirty (30) days prior written notice to TriMet or The City, as applicable.

- 5.2 **Worker's Compensation.** TriMet and The City, and all employers working under this Agreement, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Each party shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to, retirement system contributions, Workers Compensation, unemployment taxes, and state and federal withholdings.

6. **Indemnification.** Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall hold harmless, indemnify and defend the other and its officers, directors, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent acts or omissions of the indemnitor, its officers, employees, or agents.

7. **Effective and Termination Dates.** This Agreement shall be effective upon date all required signatures are obtained and shall terminate upon completion of reimbursement for Project by TriMet.

#### **7.1 Early Termination of Agreement.**

- 7.1.1 The City and TriMet, by mutual written agreement, may terminate this Agreement at any time.

Either the City or TriMet may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within thirty days of the notice, then the party

**Exhibit 1, Resolution No. 5827-25**

giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

8. **Remedies.** The remedies provided under this Agreement shall not be exclusive. The parties also shall be entitled to any other equitable and legal remedies that are available.
9. **Oregon Law, Dispute Resolution and Forum.** This Agreement shall be construed according to the laws of the State of Oregon. TriMet and the City shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the parties are unable to resolve any dispute within fourteen calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the City and TriMet arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah City Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.
10. **Assignment.** Neither TriMet nor the City shall assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other.
11. **Severability/Survivability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.
12. **Interpretation of Agreement** This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.
13. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire Agreement between the parties on the subject matter hereof and supersede all prior or contemporaneous written or oral understandings, representations or communications of every kind. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.
14. **Inspection of Records.** Each of the parties shall have the right to inspect, at any reasonable time, such records in the possession, custody or control of the other party as it deems necessary for review of the other party's obligations and its rights under this Agreement. The cost of such inspection shall be borne by the inspecting party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Intergovernmental Agreement.

**Tri-County Metropolitan  
Transportation District of Oregon**

**The City of Tualatin**

By \_\_\_\_\_  
John Weston  
Executive Director, Maintenance  
Operations

By \_\_\_\_\_  
Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_  
Nancy Young - Oliver  
Chief Financial Officer

**Approved as to Legal Sufficiency  
for the City of Tualatin**

Date \_\_\_\_\_

By \_\_\_\_\_

**Approved as to Legal Sufficiency  
for TriMet**

Date \_\_\_\_\_

By \_\_\_\_\_  
Sam Whalen  
Deputy General Counsel

City of Tualatin Attorney

Date \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit A**  
**TriMet /City of Tualatin Funding Agreement**  
**FY 2024 Dekum Court Bus Pad Installation Reimbursement**

<b>Project</b>	<b>Tualatin Funds</b>
Construction, and installation of 6'x18' ADA accessible shelter pad with retaining walls at SW Sagert and SW 68 <sup>th</sup> .	\$16,000
Total	<u>\$16,000</u>

Per the Inter-Governmental Agreement, TriMet will submit an invoice for all contracted services to the City.