



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

December 18, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with Tri-Met for the Line 33 – McLoughlin Corridor Transit Signal Priority Implementation project. Agreement Value is \$60,000 for 21 months. Funding is through Tri-Met. No County General Funds are involved.

Previous Board Action/Review	n/a		
Performance Clackamas	-Strong Infrastructure, Vibrant Economy		
Counsel Review	Yes	Procurement Review	No
Contact Person	Mike Bezner	Contact Phone	503-742-4651

EXECUTIVE SUMMARY: In 2023, the Metro Council allocated funds for the Line 33 - McLoughlin Corridor Transit Signal Priority project (Project). These funds support the expansion of Transit Signal Priority along the route of bus line 33 and any small capital stop amenities or safe transit access elements in the corridor. The purpose of this Intergovernmental Agreement (IGA) is to reimburse the County for staff time spent on design, planning, and implementation of Transit Signal Priority locations along the Line 33 route. The total amount paid by TriMet under this IGA shall not exceed the sum of \$60,000.

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners approve this IGA with Tri-Met.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development

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INTERGOVERNMENTAL AGREEMENT
Line 33 - McLoughlin Corridor Transit Signal Priority Implementation
TriMet Contract No:

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made and entered into by and between the Tri-County Metropolitan Transportation District of Oregon (TriMet), acting by and through its Board of Directors, and the Transportation and Development Department of Clackamas County, a political subdivision of the State of Oregon (County), acting by and through its Board of County Commissioners, both herein referred to individually or collectively as “Party” or “Parties.”

I. RECITALS

1. ORS chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform.
2. In 2023, the Metro Council allocated Carbon Reduction Program (CRP) funds for the Line 33 - McLoughlin Corridor Transit Signal Priority project (Project). These funds support the expansion of cloud-based transit signal priority (TSP) along the route of bus Line 33, any systemic TSP needs to make the Line 33 elements perform optimally, and any small capital stop amenities or safe transit access elements in the corridor.
3. In 2023, it was determined that TriMet would receive the relevant Line 33 CRP funds and would use them to reimburse local jurisdictions for eligible expenses to meet the Project goals.
4. TriMet and the County will discuss a subsequent agreement to cover elements not included in this IGA, including but not limited to:
 - a. Ownership, maintenance, and support of the cloud-based Transit Signal Control System and development and implementation of cloud-based TSP at new locations within Clackamas County.
 - b. County and TriMet responsibilities for TriMet’s Transit Signal Control System; including specific responsibility for the system components.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

II. TERMS

1. The Parties enter into this IGA for County staff to be reimbursed by TriMet for time spent on design, planning, implementation, and post-implementation optimization of TSP locations along the Line 33 route. These activities may include but are not limited to field verification, 60% / IFP / IFC design review, TSP timing, permitting, construction inspection, switch configuration, and TSP fine tuning (up to 6 months after implementation).

2. The term of this IGA will begin on the date all required signatures are obtained and will automatically terminate on September 30, 2027, unless extended by a fully executed amendment.

3. Funding

- a) Upon execution of this IGA, TriMet agrees to reimburse the County based on actual costs for the performance of work such as network set-up, programming, and optimization of system (up to six months after launch). The total amount disbursed by TriMet under this IGA shall not exceed the sum of \$60,000.
- b) This is a reimbursement contract. The County shall document eligible use of funds related to the activities outlined above through the reports submitted to TriMet's Project Manager in accordance with this IGA. TriMet's Project Manager will review invoices as submitted and may request additional information including, but not limited to, additional information supporting the expenditure for which the County is seeking reimbursement. TriMet may reject any invoice that contains inadequate or insufficient information for TriMet, in the exercise of its reasonable discretion, to determine whether the expense(s) in an invoice are allowable under this IGA.
- c) All invoices shall be submitted electronically to TriMet Accounts Payable at accountspayable@trimet.org, with a copy to TriMet's Project Manager or their assigned designee.
- d) Reimbursement requests will only be paid when actual costs have been incurred and not beforehand.

III. GENERAL PROVISIONS

1. This IGA may be terminated by mutual written consent of both Parties. Any termination of this IGA shall not prejudice any rights or obligations accrued to the Parties prior to termination.
2. The County may terminate this IGA effective upon delivery of written notice to TriMet, or at such later date as may be established by the County, under any of the following conditions:
 - a) If TriMet fails to provide services called for by this IGA within the time specified herein or any extension thereof.
 - b) If TriMet fails to perform any of the other provisions of this IGA, or so fails to pursue the work as to endanger performance of this IGA in accordance with its terms, and after receipt of written notice from the County fails to correct such failures within ten (10) days or such longer period as the County may authorize.
 - c) For any other reasons in the best interests of the County.

3. TriMet may terminate this IGA effective upon delivery of written notice to the County, or at such later date as may be established by TriMet, under any of the following conditions:
 - a) If the County fails to provide services called for by this IGA within the time specified herein or any extension thereof.
 - b) If the County fails to perform any of the other provisions of this IGA or so fails to pursue the work as to endanger performance of this IGA in accordance with its terms, and after receipt of written notice from TriMet fails to correct such failures within ten (10) days or such longer period as TriMet may authorize.
 - c) For any other reasons in the best interests of TriMet.
4. If any third party makes any claim or brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against the County or TriMet with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which the County is jointly liable with TriMet (or would be if joined in the Third Party Claim), the County will contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by TriMet in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of TriMet on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of TriMet on the other hand will be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the County had sole liability in the proceeding.
6. With respect to a Third Party Claim for which TriMet is jointly liable with the County (or would be if joined in the Third Party Claim), TriMet will contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of TriMet on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of TriMet

on the one hand and of the County on the other hand will be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. TriMet's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties will attempt in good faith to resolve any dispute arising out of this IGA. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. TriMet and the County shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this IGA, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, TriMet expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
9. Except as set forth herein, this IGA is between the Parties and creates no third-party beneficiaries. Nothing in this IGA 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.
10. This IGA shall be governed by the laws of the State of Oregon, without reference to conflict of laws principles. Each Party agrees to bring any litigation with respect to any dispute or claim arising out of this IGA exclusively in the Circuit Court of the State of Oregon for the County of Clackamas or in the United States District Court for the District of Oregon, and hereby submits to the exclusive jurisdiction and venue of such courts for the purposes of any such litigation. In the event of any litigation arising from this IGA, each Party shall be responsible for its own attorney fees and court costs.
11. This IGA may be executed in several counterparts (facsimile or otherwise), all of which, when taken together, will constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this IGA so executed will constitute an original.
12. This IGA and attached Exhibit A constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA. No waiver, consent, modification, or change of terms of this IGA will bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. The

failure of either Party to enforce any provision of this IGA shall not constitute a waiver by that Party of that or any other provision.

IV. TRIMET OBLIGATIONS

1. TriMet agrees to promptly reimburse the County based on the funding outlined in Section II.3.
2. TriMet certifies and represents that the individual(s) signing this IGA has(ve) been authorized to enter into and execute this IGA on behalf of TriMet, under the direction or approval of its General Manager, and to legally bind TriMet.
3. TriMet acknowledges and agrees that the County, and its duly authorized representatives, will have access to the books, documents, papers, and records of TriMet which are directly pertinent to this IGA for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of the Project, if applicable). Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the County.
4. TriMet will require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the County, and its officers, employees, and agents, from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of TriMet's contractor or any of the officers, agents, employees, or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the County shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the County, be indemnified by the contractor and subcontractor from and against any and all Claims. Any such indemnification will provide that neither TriMet's contractor and subcontractor nor any attorney engaged by TriMet's contractor and subcontractor will defend any claim in the name of the County without the prior written consent of the County. The County may, at any time and at its election, assume its own defense and settlement in the event it determines that TriMet's contractor is prohibited from defending the County, or that TriMet's contractor is not adequately defending the County's interests, or that an important governmental principle is at issue, or that it is in the best interests of the County to do so. The County reserves all rights to pursue claims it may have against TriMet's contractor if the County elects to assume its own defense.
5. All employers, including TriMet, that employ subject workers who work under this IGA in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included.
6. TriMet's Project Manager for this Project is Cara Belcher, Senior Project Manager, Engineering & Construction, 101 SW Main St., Suite 700, Portland, OR 97204, (503) 962-2269,

BelcherC@TriMet.org, or assigned designee upon individual's absence. TriMet shall notify the County in writing of any contact information changes during the term of this IGA.

V. COUNTY OBLIGATIONS

1. The County will provide TriMet with necessary signal timing plans, intersection diagrams, equipment IP addresses, databases, and any necessary network topology information as needed for the Transit Signal Control System to function correctly on the County's controllers and controllers that the County maintains but does not own.
2. The County shall perform the service under this IGA as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this IGA including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
3. The County acknowledges and agrees that TriMet, and its duly authorized representatives, will have access to the books, documents, papers, and records of the County which are directly pertinent to this IGA for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of the Project, if applicable). Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by TriMet.
4. The County will require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless TriMet, and its officers, employees, and agents, from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the County's contractor or any of the officers, agents, employees, or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that TriMet shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of TriMet, be indemnified by the contractor and subcontractor from and against any and all Claims. Any such indemnification will provide that neither the County's contractor and subcontractor nor any attorney engaged by the County's contractor and subcontractor will defend any claim in the name of TriMet without the prior written consent of TriMet. TriMet may, at any time and at its election, assume its own defense and settlement in the event it determines that the County's contractor is prohibited from defending TriMet, or that the County's contractor is not adequately defending TriMet's interests, or that an important governmental principle is at issue, or that it is in the best interests of TriMet to do so. TriMet reserves all rights to pursue claims it may have against the County's contractor if TriMet elects to assume its own defense.
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6. The County's Project Manager for this Project is Carl Olson, County Traffic Engineer, 150 Beaver Creek Rd., Suite 325, Oregon City, OR 97045, (503) 742-4684, COlson@clackamas.us, or assigned designee upon individual's absence. The County will notify TriMet in writing of any contact information changes during the term of this IGA.

THE PARTIES, by execution of this IGA, hereby acknowledge that their signing representatives have read this IGA, understand it, and agree to be bound by its terms and conditions.

Signature Page to Follow

Clackamas County

By _____
Craig Roberts, Chair

Date _____

LEGAL REVIEW APPROVAL

By  _____
Caleb Huegel, Assistant County Counsel

Date 12/9/2025 _____

Clackamas County Contact:

Carl Olson
County Traffic Engineer
150 Beavercreek Rd., Suite 325
Oregon City, OR 97045
(503) 742-4684
COLson@clackamas.us

TriMet

By _____
Cara Belcher, Senior Project Manager,
Engineering & Construction

Date _____

By _____
Jamie Snook, Executive Director, Engineering
& Construction

Date _____

By _____
Nancy Young Oliver, CPA CISA CFE, Chief
Financial Officer

Date _____

LEGAL REVIEW APPROVAL

By _____
Sarah Ewing, TriMet Senior Deputy General
Counsel

Date _____

TriMet Contact:

Cara Belcher
Senior Project Manager
Engineering & Construction
101 SW Main St., Suite 700
Portland, OR 97204
(503) 962-2269
BelcherC@TriMet.org