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Clackamas County
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DAN JOHNSON
DIRECTOR

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

August 13, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with Tri-Met for a Cloud-based Transit Signal Priority System. Total Agreement Value is \$0 for Ten Years. No County General Funds are involved.

Previous Board Action/Review: N/A

Performance Clackamas: Strong Infrastructure

Counsel Review: Yes

Contact Person: Carl Olson

Procurement Review: N/A

Contact Phone: 503-742-4684

EXECUTIVE SUMMARY: Tri-Met and the Department of Transportation and Development (DTD) are looking to jointly utilize their resources to facilitate faster and more reliable transit operations by implementing a cloud-based Transit Signal Priority system at select traffic signals in Clackamas County. This Intergovernmental Agreement (IGA) sets forth Tri-Met and DTD responsibilities for the Transit Signal Priority system configuration management, maintenance, and support. Per the agreement, Tri-Met will purchase and provide all required software and hardware and DTD will retain ownership of all signal controllers and control over signal timing. In addition, DTD may disconnect Transit Signal Priority devices if a performance, configuration, or security issue is identified. When a signal is identified for Transit Signal Priority implementation, Tri-Met and DTD will use project-based agreements to document specific details and equipment to be used.

Tri-Met has similar agreements with other regional partners, including Washington County and ODOT. If the Board of County Commissioners approves this agreement, it will then be sent to Tri-Met for signature.

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

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation &
Development

For Filing Use Only

**INTERGOVERNMENTAL AGREEMENT
Cloud-based Transit Signal Priority System**

THIS INTERGOVERNMENTAL AGREEMENT (Agreement) is made and entered into by and between the Tri-County Metropolitan Transportation District of Oregon (TriMet), and Clackamas County, an Oregon municipality, acting by and through its Elected Officials, both herein referred to individually or collectively as “Party” or “Parties.”

RECITALS

1. Oregon Revised Statute (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. The Parties have determined that it will be to their mutual benefit, and to the benefit of the general public, if they jointly utilize their resources to facilitate fast and reliable transit operations, including the use of a cloud-based Transit Signal Priority (TSP) System.
3. This Agreement will apply to Fixed Route Buses and all TriMet modes of public transit: light rail and paratransit. TriMet contracts with a TSP system vendor, SinWaves, Inc., dba LYT, to implement a cloud-based central software system to manage transit priority message routing between transit vehicles and the traffic signal controllers.
4. This Agreement identifies Clackamas County’s owned and maintained controllers that are receiving cloud-based TSP through LYT. The terms and conditions identified herein also apply to all future Clackamas County controllers on subsequent locations where cloud-based TSP is implemented.
5. The attached **Exhibit C** lists all Clackamas County controllers and the locations where cloud-based TSP is in use. It will be updated on a regular basis during the life of this Agreement to add any additional controllers.
6. The attached **Exhibit D** lists all TSP equipment provided by TriMet to Clackamas County: LYT Maestro Device(s), TriMet’s TSP system, Palo Alto firewall(s), and TriMet controllers. It will be updated on a regular basis during the life of this Agreement to reflect any change to locations or replacement of the TSP equipment.

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties as follows:

SPECIFIC PROVISIONS

1. The Parties enter into this Agreement for the purpose of describing their respective responsibilities for the TSP system configuration management, training, on-going maintenance, and support, including assisting Clackamas County in working with Clackamas County’s traffic signal controller vendors that are directly related to TSP (such as Q-Free).

2. TriMet will maintain TriMet-provided Palo Alto firewall(s) (the Firewalls) for Clackamas County, with the following understandings:
 - a) Network traffic on the Firewalls is limited to TSP and does not contain any other Clackamas County network traffic. The primary use of the Firewalls will be limited to TSP and/or Emergency Vehicle Preemption (EVP).
 - b) Maintaining the Firewalls includes TriMet providing quarterly software patches and updates, emergency patches and updates, and new software versions to Clackamas County using a secure transfer method. TriMet will test all patches, updates, and new software versions before requesting that Clackamas County install them, to ensure that the threat signatures continue to restrict network traffic to only approved objects.
 - c) TriMet will use Clackamas County's preferred method of transferring patches. Clackamas County agrees to implement the patches, updates, and software versions upon receipt with Clackamas County Technology Services approval. TriMet agrees to provide online and phone support during an agreed upon time when Clackamas County will patch and update the Firewalls.
3. TriMet will test Palo Alto cybersecurity threat signatures at TriMet's Intelligent Transportation Systems (ITS) lab with a bench test controller using a mutually agreed method and provide test results to Clackamas County.
4. TriMet will comply with all industry security best practices as described in the Privacy and Security Requirements attached hereto as **Exhibit A**.
5. TriMet will maintain a Mutual Non-Disclosure Agreement with LYT in the form attached hereto as **Exhibit B**. Information provided by Clackamas County to LYT, or to TriMet that is subsequently provided to LYT, shall be confidential and subject to the Mutual Non-Disclosure Agreement.
6. TriMet will provide all LYT licensing for current and future TSP projects. TriMet will provide new traffic controllers when needed for TSP projects. The model and exact number of traffic controllers needed will be decided during the planning phase of a new project. Any new controllers provided will become the property of Clackamas County.
7. TriMet will provide a reliable center-to-center high speed fiber connection to Clackamas County's fiber communication hub, adhering to Clackamas County's latest ITS communication design standards, unless the Parties agree to use alternative communication path(s) due to project budget or other constraints. The fiber communication connection includes cabling and any other peripheral equipment required to make the fiber connection.
8. Cache Valley Electric (CVE) is TriMet's network consulting firm and an independent contractor. CVE has no contractual relationship with Clackamas County. During the course of maintaining the Firewalls, Clackamas County staff may interact with CVE staff and CVE

engineers. Whenever consulting on data communication between or among LYT, LYT Maestro Device(s), the Firewalls, Clackamas County's controllers, and Clackamas County, CVE engineers provide services at the direction and on behalf of TriMet. Nothing in this Agreement shall be constructed to create an employment, agency, or joint venture relationship between CVE and TriMet.

- a) If TriMet engages a different network consulting firm during the life of this Agreement, TriMet will inform Clackamas County of this change. The new network consultant will assume the same role, responsibilities, and limitations described herein with respect to CVE. All references to CVE in this Agreement shall be deemed to refer to any duly authorized successor consultant engaged by TriMet. The successor consultant shall have no greater authority, access, or contractual relationship with Clackamas County than CVE does under this Agreement.
 - b) TriMet shall remain responsible for ensuring that any successor consultant complies with the terms and conditions of this Agreement as they relate to the network consulting role. The Parties agree that the substitution of a consultant shall not require an amendment to this Agreement.
9. The Parties will use project-based agreements to implement TSP at new signals. As part of this process, the attached **Exhibit C** will be updated to document TSP deployment at new signals.

GENERAL PROVISIONS

- 1. The term of this Agreement will begin on the date all required signatures are obtained and will automatically terminate 10 years after the signature date, unless extended by a fully executed amendment.
- 2. This Agreement may be terminated by mutual written consent of the Parties. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 3. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:
 - a) If the other Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b) If the other Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the terminating Party fails to correct such failures within ten (10) days or such longer period as the terminating Party may authorize.

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 either Party 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 section 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 one Party is jointly liable with the other Party (or would be if joined in the Third Party Claim), the one Party 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 other Party in such proportion as is appropriate to reflect the relative fault of the one Party on the one hand and of the other Party 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 one Party on the one hand and of the other Party 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 one Party'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 one Party had sole liability in the proceeding.
6. The Parties will attempt in good faith to resolve any dispute arising out of this Agreement. 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.
7. This Agreement 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 Agreement exclusively in the state or federal courts located in Portland, 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 Agreement, each Party shall be responsible for its own attorney fees and court costs.
8. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which, when taken together, will constitute one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the same counterpart. Each copy of this Agreement so executed will constitute an original.
9. This Agreement and attached exhibits 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 Agreement. No waiver, consent,

modification, or change of terms of this Agreement 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 Agreement shall not constitute a waiver by that Party of that or any other provision.

TRIMET OBLIGATIONS

1. TriMet will purchase and manage the LYT Maestro Device(s). LYT will provide any software/firmware updates to the Maestro Device(s) and will be acting on TriMet's behalf in supporting the Maestro Device(s). LYT will manage the Maestro Device(s) on TriMet's behalf.
2. TriMet will purchase the Firewalls from the manufacturer and will preconfigure and ship the Firewalls to Clackamas County to install.
3. TriMet will manage all configuration for the Maestro Device(s) and Firewalls used for TSP operations. Configuration management refers to the programming that determines what traffic is allowed or blocked based on the jointly approved National Transportation Communications for Intelligent Transportation System Protocol (NTCIP) commands that may be sent to the Clackamas County signal controller and which signal controllers will receive the TSP message. Should Clackamas County choose to expand the functionality of the system (including the Maestro Device(s)) beyond TSP operations (e.g., EVP, Freight Priority), configuration management would be addressed with an amendment to this Agreement and would include any new partner agencies or entities.
4. TriMet will provide Clackamas County with view-only access to the LYT portal for monitoring of TSP and reporting. The LYT portal includes real time data and analytic data.
5. On request, TriMet may grant access to the LYT portal to Clackamas County consultants and academic researchers. Access requests will be handled on a case-by-case basis, and requests must be in writing.
6. TriMet defines and maintains the TSP Business Rules in the LYT portal. The TSP Business Rules determine when and where the TSP system issues a request to a controller. Any change to the TSP Business Rules will be coordinated with Clackamas County traffic engineers. TriMet does not manage, maintain, or configure how the controller responds to that request.
7. TriMet will provide Clackamas County with test plans specifically developed to confirm that the TSP system is optimally configured within Clackamas County's network to meet system key performance indicators for the route, corridor, or locations where new TSP is being added. Test plans will be reviewed with Clackamas County traffic engineers prior to testing.
8. TriMet will provide Clackamas County with user interface, operations training, and support for the LYT portal and Maestro Device(s). This includes providing relevant system diagrams, configuration guides, and support documentation.

9. TriMet will obtain Clackamas County's written approval prior to adding new NTCIP commands to the TSP system configuration and prior to configuring the TSP system with additional Clackamas County signal controllers.
10. TriMet will coordinate all TSP system maintenance with Clackamas County. Maintenance includes software upgrades, configuration changes, preventative maintenance, system testing, deployments, and administrative changes.
11. TriMet will send a request to Clackamas County when it needs physical access to the TSP system equipment located at a Clackamas County owned facility. TriMet will not be given facility access (e.g., badge permissions) or be allowed to access a Clackamas County owned facility unescorted.
12. TriMet shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this Agreement, 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.
13. TriMet will perform the services under this Agreement specific to TSP operations as an independent contractor and will be exclusively 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 contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
14. All employers, including TriMet, that employ subject workers who perform work under this Agreement in the State of Oregon shall comply with ORS 656.017 and shall 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. TriMet will ensure that each of its contractors complies with these requirements.
15. TriMet will require its contractor(s) and subcontractor(s), as related to cloud-based TSP implementation, that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless Clackamas 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 Clackamas County shall, in all instances, except for Claims arising solely from the negligent or willful acts or

omissions of Clackamas County, be indemnified by the contractor and subcontractor from and against any and all Claims.

16. Any such indemnification will also provide that neither TriMet's contractor(s) and subcontractor(s) nor any attorney engaged by TriMet's contractor(s) and subcontractor(s) will defend any claim in the name of Clackamas County without the prior written consent of Clackamas County. Clackamas County may, at any time and at its election, assume its own defense and settlement in the event that it determines that TriMet's contractor(s) are prohibited from defending Clackamas County, that TriMet's contractor(s) are not adequately defending Clackamas County's interests, that an important governmental principle is at issue, or that it is in the best interests of Clackamas County to do so. Clackamas County reserves all rights to pursue claims it may have against TriMet's contractor(s) if Clackamas County elects to assume its own defense.
17. TriMet certifies and represents that the individual(s) signing this Agreement have been authorized to enter into and execute this Agreement on behalf of TriMet, under the direction or approval of its General Manager, and to legally bind TriMet.
18. TriMet's Project Manager for this Agreement is A.J. O'Connor, Director of Intelligent Transportation Systems, 4012 SE 17th Ave, Portland, OR 97215, 503-962-5615, OConnorA@trimet.org. TriMet will notify Clackamas County in writing of any contact information changes during the term of this Agreement.

CLACKAMAS COUNTY OBLIGATIONS

1. Clackamas County owns the signal controllers and traffic signal software system that manages the signal phase and timing settings, and is not required to purchase additional hardware or LYT software to maintain the TSP system. Clackamas County is not required to purchase additional hardware or LYT software for any controllers that Clackamas County maintains but does not own.
2. Clackamas County will be responsible for installing the Firewalls required to allow TSP traffic to be sent to and from Clackamas County signal controllers and controllers that Clackamas County maintains but does not own. The configuration will only allow NTCIP traffic destined for specific signal controllers, as agreed upon by the Parties. Installations of new Firewalls will be incorporated into future projects.
3. Clackamas County will provide TriMet with any signal timing plans, intersection diagrams, equipment IP addresses, databases, and network topology information necessary for the TSP system to function correctly on Clackamas County controllers and controllers that Clackamas County maintains but does not own.
4. Clackamas County will coordinate all signal controller, network, and systems maintenance that may affect the operational status of the TSP system with TriMet. Clackamas County will make a best effort to inform TriMet's Project Manager of maintenance work that will affect

TSP operations 48 hours in advance of the work, so that TriMet can make any necessary operational changes.

5. Clackamas County may disconnect the Maestro Device(s) if a performance, configuration, or security issue is identified, and will formally notify TriMet immediately upon disconnection. Notification to TriMet will be in writing and sent to TriMet's Project Manager.
6. Upon request, Clackamas County will provide TriMet with an updated list of NTCIP commands (that are used for TSP operations) that have been approved jointly by the Parties. As authorized by Clackamas County, TriMet and LYT may use Clackamas County controller data gathered by the TSP system to enhance transit operations and for analysis.
7. Clackamas County will report all TSP system issues to TriMet as they are identified.
8. Clackamas County may provide TriMet with the capability to remotely access Clackamas County's traffic signal network to provide technical support for TSP system equipment Clackamas County owns. Clackamas County will inform TriMet of any conditions on how access is managed, for example, if Clackamas County staff must supervise TriMet's access. All Clackamas County network remote access terms, conditions, controls, protocols, workflows, and management shall follow Clackamas County established remote access policies.
9. Clackamas County's Project Manager for this Agreement is Carl Olson, County Traffic Engineer, 150 Beavercreek Rd, Oregon City, OR 97045, 971-235-3260, COlson@clackamas.us. Clackamas County will notify TriMet in writing of any contact information changes during the term of this Agreement.

NOTIFICATIONS AND ON-CALL SUPPORT

1. The Parties will provide each other with an off-hours support number that will allow each other the means to reach technical support at all hours.
2. The Parties' off-hours support will have automatic escalation so that, if the person on call fails respond within a set time period, the support call will automatically escalate to another support personnel.
3. LYT's off-hours support number is 408-391-4LYT (4598).
4. The Parties will provide the names, emails, and phone numbers of key personnel responsible for the maintenance and support of the TSP system.
5. Clackamas County will notify TriMet prior to any testing or implementation of any device supplied to Clackamas County as part of this Agreement. Notification will include date, time, and duration of the testing, which will allow TriMet to monitor performance of the TSP system during the testing event. EVP testing and implementation, and application programming interface testing, require notification to TriMet prior to testing or implementation. Email to TriMet's Project Manager is an acceptable form of notification.

CHANGE MANAGEMENT

1. Maintaining and supporting the cloud-based TSP system will require close coordination between TriMet, LYT, Clackamas County, and all other regional traffic agencies that use the TSP system. In order to ensure that the TSP system is maintained and supported optimally, a change management process is required. Any changes to the TSP system, large or small, such as changing or adding new NTCIP commands, changing the TSP Business Rules, system architecture changes that will impact TSP-specific network traffic, or adding new controllers, needs to be requested, reviewed, and approved by the TSP Change Review Board before implementation.
2. Clackamas County will retain control over signal timing phasing at Clackamas County owned traffic signals and will promptly notify TriMet of any changes that are made.
3. The Parties acknowledge that the TSP Change Review Board is currently in the process of being established and that the formation, structure, and governance thereof shall be set forth in and governed by a separate written agreement.
4. Clackamas County will join the TSP Change Review Board.
5. Clackamas County will identify a representative for the TSP Change Review Board.
6. The Parties intend that the following types of issues will be addressed by the TSP Change Review Board:
 - a) Any major signal timing and phasing change that affect TSP operations.
 - b) New route/traffic corridor implementations of TSP.

Signature Page to Follow

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

Clackamas County, by and through its **Elected Officials**

By _____
Craig Roberts, Chair
Board of County Commissioners

Date _____

LEGAL REVIEW APPROVAL

By _____
County Counsel

Date _____

Clackamas County Contact:

Carl Olson
County Traffic Engineer
150 Beavercreek Rd
Oregon City, OR 97045
971-235-3260
COlson@clackamas.us

TriMet, by and through its **Director of Intelligent Transportation Systems**

By _____
A.J. O'Connor, Director of Intelligent
Transportation Systems

Date _____

By _____
Ethan Benatan, Chief Information Officer

Date _____

LEGAL REVIEW APPROVAL (If required in TriMet's process)

By _____
Erik Van Hagen, Director of Legal Services

Date _____

TriMet Contact:

A.J. O'Connor
Director of Intelligent Transportation Systems
4012 SE 17th Ave
Portland, OR 97215
503-962-5615
OConnorA@trimet.org

EXHIBIT A
PRIVACY AND SECURITY REQUIREMENTS

1. PURPOSE. These Privacy and Security Requirements address:

- 1.1. TriMet's use of Clackamas County data;
- 1.2. TriMet's access to Clackamas County systems and networks; and
- 1.3. The periodic exchange of Clackamas County data between TriMet and TSP vendor systems via electronic means.

2. COMPLIANCE REQUIREMENTS. TriMet and its employees, contractors, and agents shall comply with all applicable federal, state, and local laws, regulations, and policies governing use and disclosure of data and access to Clackamas County networks and information systems, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include, but are not limited to:

- 2.1. The Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 646A.628 ("OCIPA"). TriMet will have access to documents, records, or items that contain "Personal Information," as that term is used in ORS 646A.602(12), and which is subject to the protections of OCIPA. For purposes of OCIPA, TriMet is a vendor.
- 2.2. Oregon's Statewide Information Technology (IT) Control Standards, [https://www.oregon.gov/eis/cyber-security-services/Documents/eis-css-statewide-information-technology\(IT\)-control-standards.pdf](https://www.oregon.gov/eis/cyber-security-services/Documents/eis-css-statewide-information-technology(IT)-control-standards.pdf), including security controls that meet or exceed "Moderate" security controls in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>.
- 2.3. Oregon's Statewide Information Security Plan, <https://www.oregon.gov/das/OSCIO/Documents/StatewideInformationSecurityPlan.pdf>.
- 2.4. Oregon's Statewide Information Technology and Security Policies, <https://www.oregon.gov/das/Pages/policies.aspx#IT>.

3. NOTIFICATIONS.

- 3.1. Breach Notification. In the event TriMet or its subcontractors or agents discover or are notified of an incident or a breach, including a failure to comply with TriMet's confidentiality obligations under these Privacy and Security Requirements, TriMet will notify Clackamas County immediately, and in no event more than 24 hours following discovery or notification of the incident or breach. If Clackamas County determines that an incident or breach requires notification of Clackamas County clients, or other notification required by law, Clackamas County will have sole control over the

notification content, timing, and method, subject to TriMet's obligations under applicable law.

- 3.2. Requests for Clackamas County Data. In the event TriMet receives a third-party request for Clackamas County data, including any electronic discovery, litigation hold, or discovery searches, TriMet will first give Clackamas County notice and provide such information as may be reasonably necessary to enable Clackamas County to protect its interests.

4. PRIVACY OBLIGATIONS.

- 4.1. Generally. TriMet will hold all Clackamas County data, and other information as to personal facts and circumstances obtained by TriMet on Clackamas County clients, as confidential, using the highest standard of care applicable to the data, and will not divulge any Clackamas County data without the written consent of Clackamas County except as required by other terms of these Privacy and Security Requirements or applicable law.
- 4.2. Limited Purposes. TriMet will limit the use or disclosure of Clackamas County data to persons directly connected with the administration of this Agreement. Confidentiality policies apply to all requests from outside sources.
- 4.3. Privacy Protections. Clackamas County data may include information, such as client records, subject to specified confidentiality protections under state or federal law. TriMet shall comply with laws, regulations, and policies applicable to the information, including as specified in this Agreement.
- 4.4. Training. TriMet employees, subcontractors, and agents who will access Clackamas County data have received training on the privacy and security obligations relating to Clackamas County data, including client records. TriMet will provide periodic privacy and security training to its employees, subcontractors, and agents.
- 4.5. Responsibility for Compliance. TriMet is responsible for the compliance of its employees, agents, and subcontractors with this Agreement and with any third-party licenses to which access is subject.
- 4.6. Privacy and Security Measures. TriMet represents and warrants that it has established and will maintain privacy and security measures that meet or exceed the standards set in the laws, rules, and regulations applicable to the safeguarding, security, and privacy of Clackamas County data, including client records, Clackamas County networks, and information assets, regardless of the media. TriMet will monitor, periodically assess, and update its security controls and risk to ensure the continued effectiveness of those controls. TriMet will provide a copy of the TriMet Security Risk Management Plan and any updates to Clackamas County Technology Services via secure file transfer or hyperlink.

- 4.7. Security Risk Management Plan. TriMet will ensure that the level of security and privacy protection required under this Agreement is documented in a security risk management plan. TriMet will make its security risk management plan available to Clackamas County for review upon request.
- 4.8. Audit Rights and Access. TriMet will maintain records in such a manner as to clearly document its compliance with and performance under these Privacy and Security Requirements, and provide Clackamas County, the Oregon Secretary of State, the federal government, and their duly authorized representatives access to TriMet's officers, agents, contractors, subcontractors, employees, facilities, and records for Clackamas County to:
 - 4.8.1. Determine TriMet's compliance with these Privacy and Security Requirements;
 - 4.8.2. Validate TriMet's written security risk management plan; or
 - 4.8.3. Gather or verify any additional information Clackamas County may require to meet any state or federal laws, rules, or orders.

Access to facilities, systems, and records under this section will be granted following reasonable notice to TriMet. Records include paper or electronic form, system security logs, and related system components and tools (including software) required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

5. ACCESS TO CLACKAMAS COUNTY SYSTEMS.

- 5.1. Review of Access Requests. If required for access to Clackamas County networks and systems, Clackamas County will review requests and will:
 - 5.1.1. Notify TriMet of the approval or denial of its request for each user for whom access has been requested;
 - 5.1.2. Provide any unique log-on identifier required for authorized access; and
 - 5.1.3. Provide updates to approved inquiry processes and instructions to TriMet.
- 5.2. Responsibility for User Accounts. TriMet will facilitate completion of any forms for each person for whom access to Clackamas County networks and systems is requested.
 - 5.2.1. TriMet is responsible for all activities that occur through its access, including for any acts related to a lost or stolen user identifier or password.
 - 5.2.2. TriMet is responsible for ensuring that information provided by its users is accurate, complete, and up to date.

- 5.2.3. TriMet will immediately notify Clackamas County when a user or group of users no longer requires access, whether due to changes in duties or changes in TriMet's programs related to this Agreement.
- 5.3. Security and Disposal. TriMet will maintain security of equipment and ensure the proper handling, storage, and disposal of all information assets accessed, obtained, or reproduced by TriMet and its users to prevent inadvertent destruction or loss. TriMet will ensure proper disposal of equipment and information assets when authorized use ends, consistent with TriMet's record retention obligations and obligations regarding information assets under this Agreement.
- 5.4. Prevention of Unauthorized Access. TriMet will prevent any access to Clackamas County networks and information systems by unauthorized users in accordance with this Agreement and applicable law, and will implement and maintain safeguards to prevent unauthorized access.
- 5.5. No Overseas Access. TriMet will not allow access to Clackamas County data or the TSP production environment from locations outside of the United States or its territories, or allow use of any information asset in any country or in any manner prohibited by governing applicable law, rule, or policy. Services may be provided from Canada-based resources who access Clackamas County data solely through secure remote access to United States-based servers.
- 5.6. Authorized Access and Use Only. No user may access or use Clackamas County data for any purpose other than those specifically authorized through this Agreement.
 - 5.6.1. Users shall not use access to obtain or attempt to obtain any Clackamas County data or information assets not authorized or intentionally made available.
 - 5.6.2. The use and disclosure of any Clackamas County information asset is strictly limited to the minimum information necessary to the exchange of Clackamas County data between the Parties.
 - 5.6.3. Except as otherwise specified or approved by Clackamas County, neither TriMet nor its users may modify, alter, delete, or destroy any information asset owned by Clackamas County.
- 5.7. Revocation or Termination of Access. Breach, wrongful use, or disclosure of Clackamas County data or other confidential information by TriMet or its users may cause the immediate revocation of the access granted through this Agreement, in the sole discretion of Clackamas County, or Clackamas County may specify a reasonable opportunity for TriMet to cure the unauthorized use or disclosure and end the violation, and terminate the access if TriMet does not do so within the time specified by Clackamas County. Legal actions also may be taken for violations of applicable regulations and laws.

- 5.8. No Unauthorized Distribution. TriMet will not sell, make available, or provide Clackamas County data or other confidential information in any form to any other persons or organizations, and will not use Clackamas County data or other confidential information for any purposes other than as allowed under this Agreement and applicable law.
- 5.9. No Impairment. TriMet will not use this access in any manner which could damage, disable, overburden, or impair Clackamas County networks or information systems, or interfere with any other entity's use or benefit of the network and information systems.
- 5.10. Prohibition on Data Mining. TriMet will not capture, maintain, scan, index, share, or use Clackamas County data stored or transmitted by virtue of the services or system, or otherwise use any data-mining technology, for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the mining or processing of data stored or transmitted through the system for unrelated commercial purposes, advertising or advertising-related purposes, or any other purpose that is not explicitly authorized in this Agreement.
- 5.11. Incidents and Breaches. TriMet will comply, and will cause its subcontractors to comply, with any requirements for identifying and addressing a security incident or breach. This requirement applies regardless of whether the incident or breach was accidental.

6. SUSPENSION OR TERMINATION.

- 6.1. Clackamas County may immediately revoke the access granted to TriMet for TriMet's failure to comply with the requirements of these Privacy and Security Requirements. In such event, Clackamas County will provide subsequent written notice to TriMet's point of contact. Clackamas County may, to the extent it determines that it is reasonable to do so, provide advance notice to TriMet to cure any deficiency or breach of these Privacy and Security Requirements.
- 6.2. Either party may terminate access under these Privacy and Security Requirements, and Clackamas County may modify access, upon written notice if there are changes to or revised interpretations of federal or state laws, rules, or regulations, or if either party has changes in policies that require such action.

7. RETURN OF CLACKAMAS COUNTY DATA. Upon expiration or termination of this Agreement for any reason whatsoever, TriMet will immediately deliver to Clackamas County all of Clackamas County's information assets, including Clackamas County data, that are in the possession or under the control of TriMet, in whatever stage and in a format acceptable to Clackamas County.

- 7.1. Except as necessary to meet its obligations under this Agreement, TriMet shall not retain any copies of Clackamas County data or other confidential information. TriMet will notify Clackamas County of any conditions that make returning all such Clackamas County property not feasible. Upon Clackamas County's written acknowledgement that returning all Clackamas County data or other confidential information is not feasible, TriMet will purge or destroy retained Clackamas County data or other confidential information in all its forms in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and, on request, provide Clackamas County with written certification of sanitization.
 - 7.2. TriMet will maintain the protections required by law or this Agreement for any retained Clackamas County data or other confidential information for as long as TriMet (including subcontractors) retains it.
8. **INTERPRETATION.** Any ambiguity in these Privacy and Security Requirements will be resolved to permit Clackamas County to comply with applicable privacy and security laws, and policies interpreting those laws.
9. **SUBCONTRACTORS.** TriMet will ensure that all subcontractors providing services related to these Privacy and Security Requirements comply with their terms.

EXHIBIT B
MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “Agreement”) is made and entered into effective as of the effective date identified in the table below (the “Effective Date”) by and between the Tri-County Metropolitan Transportation District of Oregon (“TriMet”) and the other party identified in the table below (the “Other Party”). TriMet and the Other Party are each referred to individually as a party and collectively as the parties.

TriMet’s Information	
TriMet’s Legal Name:	Tri-County Metropolitan Transportation District of Oregon (TriMet). TriMet is a municipal corporation of the state of Oregon and a mass transit district organized under ORS Chapter 267.
TriMet’s Address	101 SW Main St, #700 Portland, OR 97204
TriMet’s Contact Person for this Agreement:	
Other Party’s Information	
Other Party’s Legal Name:	
Other Party’s legal entity jurisdiction of organization or incorporation	
Other Party’s Address	
TriMet’s Contact Person for this Agreement:	
Other Information	
Effective Date	
Purpose	

1. Purpose. In connection with the Purpose identified above, each party may disclose to the other certain information that the disclosing party desires the receiving party to treat as confidential. For purposes of this Agreement, a party disclosing Confidential Information (as defined in Section 2 below) is referred to as the “Disclosing Party,” and the party receiving Confidential Information is referred to as the “Recipient.”
2. Definition of Confidential Information. “Confidential Information” means any non-public, confidential, and/or proprietary information concerning the Disclosing Party’s business, operations, financial position, forecasts, strategies, marketing plans, product plans, product services, customers, markets, surveys, questionnaires, inventions, software, patents, other intellectual property, trade secrets, technical or proprietary data and methods used or developed, and any written or oral plans, lists, or other documentation, regardless of how memorialized or communicated (including oral, written, or electronic communications) by the Disclosing Party, whether furnished before or after the Effective Date, whether prepared by the Disclosing Party, its Representatives (as defined in Section 4 below), or otherwise. If the information is provided orally, it shall be deemed to be Confidential Information if so identified by the Disclosing Party at the time of such disclosure or is promptly thereafter summarized and designated as confidential in a writing delivered to the Recipient (email is sufficient).
3. Exceptions to Definition of Confidential Information. Confidential Information shall not include any information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available in the public domain after disclosure by the Disclosing Party to the Recipient, through no action or inaction of the Recipient; (iii) is already in the possession of the Recipient at the time of disclosure by the Disclosing Party, as shown by the Recipient’s files and records prior to the time of disclosure; (iv) is obtained by the Recipient from a third party who has the legal right to disclose such information; or (v) is independently developed by the Recipient without use of the Disclosing Party’s Confidential Information, as shown by the Recipient’s files and records.
4. Non-Use and Non-Disclosure. The Recipient agrees to use the Confidential Information only for the Purpose. The Recipient agrees not to disclose or divulge any Confidential Information to any third parties without the prior written consent (including email) of the Disclosing Party, or to employees of the Recipient, except to those of its employees, consultants, or agents (“Representatives”) who: (i) need to know such information in connection with the Purpose and (ii) are under confidentiality obligations at least as protective of the Confidential Information as the terms of this Agreement prior to any disclosure of Confidential Information to such Representatives. The Recipient shall not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects which embody the Disclosing Party’s Confidential Information, and which are provided to the Recipient. Each party shall be liable for any act or omission committed by its Representatives that, had the act or omission been committed by such party, would constitute a breach of this Agreement.

5. Legally Required Disclosure. Nothing in this Agreement shall prohibit the Recipient from disclosing Confidential Information if legally required to do so by judicial or governmental order, public records request pursuant to ORS 192.311 et seq., subpoena, civil investigative demand, or similar process in a judicial or governmental proceeding ("Required Disclosure"); provided that the Recipient shall, unless specifically prohibited under applicable law: (i) promptly provide the Disclosing Party with written notice of such Required Disclosure prior to disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy to prevent or limit the scope of disclosure; (ii) cooperate with the Disclosing Party, at the Disclosing Party's expense, in seeking to obtain a protective order or other remedy; and, (iii) in any event, only disclose that portion of the Confidential Information which it is legally required to disclose. Any such Required Disclosure shall not, in and of itself, change the status of disclosed information as Confidential Information under the terms of this Agreement.
6. Maintenance of Confidentiality. The Recipient agrees that it shall take reasonable measures to protect the confidentiality of and avoid the unauthorized use of the Confidential Information. Without limiting the generality of the foregoing, the Recipient shall take at least those measures that it takes to protect its own confidential information of similar importance. The Recipient shall not make any copies of Confidential Information without the Disclosing Party's prior written approval, except as is necessary for the Purpose. The Recipient shall not remove the Disclosing Party's confidentiality/proprietary rights notices from any such copies. The Recipient shall promptly notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information of which the Recipient may become aware.
7. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.
8. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, OR PERFORMANCE.
9. Return of Materials. All documents and other tangible objects containing or representing Confidential Information furnished by the Disclosing Party to the Recipient, and all copies thereof which are in the possession of the Recipient, shall be and remain the property of the Disclosing Party. Following the Disclosing Party's request, the Recipient shall, at the Recipient's option, promptly either return to the Disclosing Party or destroy such Confidential Information and certify that all tangible objects containing any such Confidential Information and any and all copies or extracts thereof have been destroyed and are no longer useable or retrievable in any format. Notwithstanding the foregoing, the Recipient may retain an archival copy of Confidential Information only to the extent that it is contained in electronic files as part of the Recipient's regular data backup procedures, and provided further that the Recipient shall treat any such archived Confidential Information at all times in accordance with the terms of this Agreement.

10. No License. The Confidential Information shall remain the sole property of the Disclosing Party. Nothing in this Agreement is intended to, nor shall it, grant any rights to the Recipient under any patent, copyright, trademark, trade secret, or other proprietary right of the Disclosing Party, nor shall this Agreement grant the Recipient any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth herein.
11. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a five (5) year period; provided that either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. The Recipient's obligations hereunder with respect to all Confidential Information shall continue in full force and effect notwithstanding the termination or expiration of this Agreement: (i) with respect to Confidential Information that constitutes a trade secret of the Disclosing Party, until the information is no longer a trade secret under applicable law; and, (ii) with respect to all other Confidential Information, for a period of five (5) years following the expiration or termination of this Agreement.
12. Injunctive Relief. The Recipient agrees that any breach or threatened breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate and that, in addition to any other remedies that may be available, the Disclosing Party shall be entitled to seek an injunction restraining any such breach or threatened breach without having to post a bond or other security.
13. Governing Law. This Agreement shall be governed by the laws of the State of Oregon, without reference to conflict of laws principles. Each party agrees to bring any action with respect to any dispute or claim arising out of or in connection with this Agreement exclusively in the state or federal courts located in Portland, Oregon, and hereby irrevocably submits to the exclusive jurisdiction and venue of such courts for the purposes of any such action.
14. Miscellaneous. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be signed electronically, and any signatures exchanged by any electronic means shall be effective for all purposes hereunder to the same extent as original signatures.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the Effective Date.

TriMet

Other Party

Signature

Signature

Name

Name

Title

Title

EXHIBIT C
LYT ENABLED LOCATIONS

No.	Signal ID	Street 1	Street 2	TSP Type	TriMet Route

EXHIBIT D
TSP EQUIPMENT PROVIDED BY TRIMET

No.	TSP Equipment	Location