

**INTERGOVERNMENTAL AGREEMENT
ENHANCED TRANSIT CORRIDOR CENTRAL CITY IN MOTION PROJECTS**

This Agreement is made and entered into between the City of Portland, acting by and through the Portland Bureau of Transportation, hereinafter referred to as City, and the Tri-County Metropolitan Transportation District of Oregon (TriMet), a municipal corporation of the state of Oregon and a mass transit district under ORS Chapter 267, hereinafter referred to as TriMet. City and TriMet are collectively referred to as "Parties" in this Agreement.

Recitals

1. The Portland Bureau of Transportation (PBOT) led a planning process in coordination with TriMet to develop the Enhanced Transit Corridors (ETC) and Central City in Motion (CCIM) plans. These plans identified where transit priority, streamlining, and access treatments could be most beneficial on the planned TriMet Frequent Service network within the City of Portland and within Portland's Central City. Such improvements can help make transit more attractive and reliable for people to get to work, school, and to meet their daily needs, especially for people who depend upon transit.
2. The ETC Plan was adopted by the Portland City Council in June 2018. The Central City in Motion plan was adopted by the Portland City Council in November of 2018.
3. ORS 184.751 establishes the Statewide Transportation Improvement Fund (STIF), which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
4. The STIF Formula Fund is intended to improve Public Transportation Services for current and potential future Oregon transit users by distributing moneys to Qualified Entities pursuant to ORS Chapter 184 and OAR Chapter 732, Divisions 40 and 42. TriMet is a Qualified Entity
5. The Oregon Transportation Commission has approved TriMet's multi-year Plan for use of STIF Formula Funds through the end of Fiscal Year 2021. TriMet is authorized to receive STIF Formula Funds directly from the Oregon Department of Transportation.
6. TriMet's STIF Plan includes funding for certain Enhance Transit Corridor projects. These projects are intended to provide faster and more reliable bus service through capital and operational investments.
7. TriMet's STIF Plan anticipates sufficient future STIF Formula Funds for support of Enhanced Transit Corridor projects that provide public transportation services as specified in this Agreement.

8. Pursuant to ORS Chapter 184 and OAR Chapter 732, Divisions 40 and 42, TriMet and City enter into this Agreement to allow City to complete one or more tasks specified in the STIF Plan. **Funds shall be used solely for the Projects and shall not be used for any other purpose.**

Now, therefore, based on the forgoing recitals, it is agreed by and between the Parties as follows.

1. Projects

- a. City is in various stages of executing four projects (collectively the “Projects”) that are part of City’s adopted Central City in Motion and Enhanced Transit Plan (<https://www.portlandoregon.gov/transportation/article/702575>, <https://www.portlandoregon.gov/transportation/article/686885>) which are incorporated by reference into this Agreement. The Projects are all facilities upon which or adjacent to where TriMet physically operates. The Projects and TriMet’s contributions to each are as follows:
 - i. Construct and implement a Business Access Transit (BAT) lane project on SW Madison from SW 5th Avenue to SW 1st Avenue. \$160,000
 - ii. Implement a bus priority red paint program and deploy approximately 5,500 feet of painted priority lanes. \$200,000.
 - iii. Design, construct and implement the following three projects with a not to exceed amount of \$2,780,000: :
 1. Business Access Transit (BAT) lane project on NW Everett from NW 5th Avenue to the Steele Bridge.
 2. Phase One: of a Business Access Transit (BAT) lane project on Burnside from SW 5th Avenue, across the Burnside bridge span to East Burnside and MLK Blvd.
 3. Phase Two: of a Business Access Transit (BAT) lane project on Burnside from MLK Blvd. to E 12th Avenue.

2. Funding and Reporting

- a. City shall use the funds provided through this Agreement for planning, development, and construction of the Projects.
- b. The total amount disbursed by TriMet under this Agreement shall not exceed the sum of \$3,140,000. All expenses must be incurred by City before July 1, 2021.

- c. This is a reimbursement contract. City shall document eligible use of funds through the reports submitted to TriMet's Project Manager in accordance with this Agreement. City shall submit, no more than monthly, invoices to TriMet for project expenses incurred. Additional documents should be included to support all costs charged to the grant to ensure costs are allowable, necessary and reasonable and are properly allocable. 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 Agreement.
 - d. All invoices shall be submitted electronically to TriMet Accounts Payable at accountspayable@trimet.org, with a copy to Jamie Snook, TriMet's Project Manager at snookj@trimet.org.
 - e. Reimbursement requests will only be paid when actual costs have been incurred and not beforehand. For each Project, reimbursements will not exceed the amounts specified in Section 1(a)(i)-(iii).. Total reimbursements for all Projects shall not exceed \$3,1400,000.
 - f. In order to be reimbursed for any Project costs, City shall submit quarterly progress reports electronically to TriMet's Project Manager no later than 21 days after the close of each quarterly reporting period. Quarterly progress reports should be remitted via the process established by TriMet. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to TriMet and include:
 - i. A statement of revenues and expenses for each quarter, including documentation of local match contributions and expenses.
 - ii. A description project deliverables, tasks, and schedule completed for each quarter, including a description of how stated goals are being met.
 - iii. TriMet reserves the right to request additional information as may be necessary to comply with state reporting requirements. Copies of the reports shall be sent to:
- Jamie Snook
 TriMet
 Portland, OR 97201
 503-962-3032
snookj@trimet.org
- g. TriMet's obligation to disburse funds to City is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. TriMet has received STIF funding, appropriations, limitations, allotments or other expense authority sufficient to allow TriMet, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. City is in compliance with the terms of this Agreement.
 - iii. All funds previously disbursed have been used in accordance with this Agreement and applicable law.
 - iv. Any audit or compliance findings relating to City's use of funds under this Agreement or any other agreement with TriMet have been resolved.
 - v. Funds will not be disbursed in any amount greater than as outlined in the following schedule, regardless of when City incurs the qualifying expenditure.
 - vi. Funds will not be disbursed if STIF funding has not been received or delayed. TriMet will not prefund disbursements from its general fund resources.
- h. City shall assure that funds allocated hereunder are used only for the purposes permitted. TriMet may withhold future STIF funds under this Agreement if funds have not been used in accordance with the terms of this Agreement or applicable law. If any funds disbursed to City under this Agreement are expended in violation or contravention of one or more of the provisions of this Agreement (Misexpended Funds), the funds must be returned to TriMet. City shall return all STIF Misexpended Funds to TriMet promptly in accordance with TriMet's written demand.

3. Audit and Financial Management

- a. TriMet's Project Manager will review invoices as submitted to ensure compliance with the STIF plan. TriMet may request additional information including, but not limited to, additional information supporting the expenditure for which City is seeking reimbursement, and audits of specific projects or services. City will adhere to financial management procedures in accordance with Oregon and other applicable laws.
- b. City shall comply with applicable federal, state and local laws as well as generally accepted accounting principles (GAAP) for accounting, billing and reporting requirements with STIF funds. City shall document the expense of all funds disbursed by TriMet under this Agreement.

4. Term and Termination.

- a. The term of this Agreement begins on the date all required signatures are obtained and terminates upon City's receipt of all payments from TriMet or ten years following the date all signatures are obtained, whichever is sooner. Authorized reimbursements may be made by TriMet for Project expenses that were incurred by City before the effective date of this Agreement.

- b. This Agreement may be terminated by mutual written consent of both Parties.
- c. TriMet may terminate this Agreement, effective upon delivery of written notice to City or at such later date as may be established by TriMet, under any of the following conditions:
 - i. City fails to comply with the terms of this Agreement, including but not limited to the reporting requirements in Section 2 and the Audit Requirements in Section 3 and does not cure such noncompliance within a reasonable time period after written notice from TriMet.
 - ii. TriMet fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow TriMet, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - iii. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or TriMet is prohibited from paying for such work from the planned funding source.
- d. City may terminate this Agreement, effective upon delivery of written notice to TriMet or at such later date as may be established under any of the following conditions:
 - i. TriMet fails comply with the terms of this Agreement and does not cure such noncompliance within a reasonable time period after written notice from City.
 - ii. City fails to receive funding, appropriations, limitations, or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - iii. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the work under this Agreement is prohibited.
- e. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- f. A Project identified in Section 1 is terminated if: (1) this Agreement is terminated; (2) a Project is no longer actively being proposed for construction; or (3) TriMet determines it is both (a) unlikely the Project will be fully implemented, and (b) additional work on the Project is unlikely to yield desired results.

- i. Upon termination of a Project or Projects, City shall provide documentation of the amount of funds paid to City and designated for each terminated Project that (i) have not been spent or expended to pay the costs or expenses of the terminated Project; and that (ii) are not required to pay costs or expenses of the terminated Project that will become due and payable either after the termination of the terminated Project or as a result of the termination. Funds identified that have not been spent or expended shall be promptly returned to TriMet following the submission of documentation required by this section.

5. Compliance with Laws

- a. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to 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, the Parties expressly agree 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.
- b. Both parties that employ subject workers who work under this Agreement 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. Recordkeeping and Retention

- a. City shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and State standards for audits of municipal corporations, non-profit and for profit organizations as applicable.
- b. City shall document the expense of all funds disbursed by TriMet under this Agreement. City shall create and maintain all expense records in accordance with generally accepted accounting principles and in sufficient detail to permit TriMet to verify how the funds were expended.
- c. City shall permit TriMet, the Oregon Department of Transportation, the Secretary of State of the State of Oregon, or their authorized representatives, upon

reasonable notice, access to all data and records relating to moneys received or disbursed under this Agreement and to inspect the plans and Projects financed with moneys under this Agreement including, but not limited to, the financial records, physical premises and Capital Assets used to deliver public transportation services.

- d. TriMet, the Oregon Department of Transportation, the Secretary of State, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing data and records. City shall permit authorized representatives of TriMet, the Oregon Department of Transportation, the Secretary of State, or their authorized representative, to perform site reviews of the Project(s), and to inspect all vehicles, real property, facilities and equipment purchased by City as part of the Project.
- e. City shall require that any agreement or contract with a subrecipient, subcontractor, or vendor to perform work under this Agreement include provisions that permit TriMet, the Oregon Department of Transportation, the Secretary of State, or their authorized representative, access to data and records held by the subrecipient, subcontractor, or vendor as described in this Section 6(c).
- f. City shall retain and keep and require its subrecipients, subcontractors, and vendors to retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration date of this Agreement. If there are unresolved audit questions at the end of the six-year period, City, its subrecipients, subcontractors, and vendors shall retain the records until the questions are resolved.

7. Indemnity and Contribution

- a. The Parties agree that City is responsible for the design, construction, inspection, and maintenance of the Projects as described in this Agreement. The Parties agree that TriMet shall have no liability of any nature in connection with the City's use of the funds provided by this Agreement. Subject to the conditions and limitation of Article XI, Section 9 of the Oregon Constitution and the Oregon Tort Claims Act, City agrees to fully indemnify, hold harmless and defend, TriMet, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising, as between TriMet and City, solely out of the negligence or willful misconduct of City, its officers, directors, employees,

agents, subcontractors and volunteers under this Agreement. If any claim, suit, or action subject to indemnification under this section is limited by the Oregon Tort Claims Act (ORS 30.260 et seq), then City's indemnification will not exceed an amount equal to the applicable tort claim limit for City pursuant to the Oregon Tort Claims Act.

- b. The following section applies to any claim not covered by this Section 7(a).
 - i. 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 TriMet or City 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.
 - ii. With respect to a Third Party Claim for which TriMet is jointly liable with City (or would be if joined in the Third Party Claim), TriMet shall 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 City in such proportion as is appropriate to reflect the relative fault of TriMet on the one hand and of City 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 City on the other hand shall 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 TriMet had sole liability in the proceeding.
 - iii. With respect to a Third Party Claim for which City is jointly liable with TriMet (or would be if joined in the Third Party Claim), City shall 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 City 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 City on the one hand and of TriMet on the other hand shall 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. City'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.

8. City's Sub agreements and Procurement

- a. City may enter into agreements with contractors or subcontractors (collectively, "sub agreements") for performance of the Project.
- b. All sub agreements must be in writing executed by City and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve City of its responsibilities under this Agreement. City agrees to provide TriMet with a copy of any signed sub agreement upon request by TriMet. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by City to TriMet within ten (10) days of its being discovered.
- c. City's sub agreement(s) shall require the other party to such sub agreements(s) that is not a unit 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 other party to City's sub agreement or any of such party's officers, agents, employees or subcontractors ("Claims"). The sub agreement shall specifically state that it is the specific intention that the TriMet shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of TriMet, be indemnified by the other party to City's sub agreement(s) from and against any and all Claims.
- d. Any such indemnification shall also provide that neither City's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by City's Subrecipients(s), shall defend any claim in the name of the TriMet, nor purport to act as legal representative of TriMet, without the prior written consent of the TriMet. TriMet may, at any time at its election, assume its

own defense and settlement in the event that it determines that City's Subrecipient is prohibited from defending TriMet or that City's subcontractor 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 City's Subrecipient if TriMet elects to assume its own defense.

- e. City shall require the other party, or parties, to each of its sub agreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.
- f. City shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

9. Mediation.

The Parties shall 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.

10. Project Manager.

- a. City's Project Manager for this Project is: _____ or assigned designee upon individual's long term absence. City shall notify TriMet in writing of any contact information changes during the term of this Agreement.
- b. TriMet's Project Manager for this Project is: Jamie Snook or assigned designee upon individual's long term absence. TriMet shall notify City in writing of any contact information changes during the term of this Agreement.

11. General Provisions

- a. City is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America, TriMet or any other party, organization or individual.
- b. City is not presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. City agrees to notify TriMet immediately if it is debarred, suspended or

otherwise excluded from this federally- assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

- c. The Parties certify and represent that the individuals signing this Agreement have been authorized to enter into and execute this Agreement on behalf of their respective Party, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind the Parties.
- d. The Parties hereby agree and acknowledge that TriMet and City are separate and independent governmental bodies, and that the activities of one party, its officers, agents and employees shall not constitute actions of the other party for any purpose whatsoever. City shall have control and supervision over the manner in which the Projects are performed.
- e. This Agreement may be executed in several counterparts (including email PDFs) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- f. This Agreement 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 shall 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, shall be effective only in the specific instance and for the specific purpose given.

SIGNATURE BLOCK

EXHIBIT B
INSURANCE REQUIREMENTS

GENERAL

City is self-insured for general liability, auto liability, and worker's compensation insurance coverage. City will provide a certificate of self-insurance to TriMet upon request.

City shall require in its first tier sub agreements with entities that are not units of local government as defined in ORS 190.003, if any, that the subcontractor obtain and provide the insurance applicable to subcontractor's performance under its sub agreement: i) insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance of this Agreement and of any sub agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement and sub agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to TriMet. City shall not commence work under this Agreement, and shall not authorize work to begin under a sub agreement until the insurance is in full force. Thereafter, City shall monitor continued compliance with the insurance requirements in its sub agreements on an annual or more frequent basis. City shall incorporate appropriate provisions in the sub agreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall City permit work under a sub agreement when City is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a sub agreement in which the City is a Party.

City shall comply with any requirements of TriMet with respect to City's compliance with these insurance requirements, including but not limited to TriMet issued stop work orders (or the equivalent) until the insurance is in full force, or terminating the Contract as permitted by this Contract, or pursuing legal action to enforce the insurance requirements.

TYPES AND AMOUNTS

- I. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
- II. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to TriMet. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by TriMet:

Bodily Injury, Death and

Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

Insurance policy shall include Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.

- III. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by TriMet:

Bodily Injury, Death and

Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED

The Commercial General Liability Insurance and Automobile Liability insurance must include State and TriMet, and their respective officers, employees and agents as Additional Insureds but only with respect to subcontractors activities to be performed under their sub agreements. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the subcontractors completion and City's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE

The subcontractor or its insurer must provide 30 days' written notice to TriMet before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE

City shall submit to TriMet a certificate(s) of insurance for any subcontractor that performs work under this Agreement for all required insurance before the commencement of performance of services by the subcontractor. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.