

**INTERGOVERNMENTAL AGREEMENT  
FOR  
TRIMET BUS SERVICES FOR CITY OFFICIAL TOURS**

This Intergovernmental Agreement (Agreement) is entered into effective **on the date of mutual signing indicated below**, between the Tri-County Metropolitan Transportation District of Oregon (TriMet) and the City of Portland, City Administrator's Office (City), also referred to herein as the Parties.

**Recitals**

- A. The City wishes to introduce incoming City Councilors and other City officials to significant sites across the City over the period from January 1, 2025 to April 30, 2025, through guided, informational bus tours (Events).
- B. In support of each Event, TriMet agrees to provide not more than two buses and two drivers, along with appropriate TriMet staff, at no cost to the City.

In consideration for the above Recitals and the mutual covenants set forth herein, the Parties Agree:

- 1. The Party Representatives for coordinating the work and services in this Agreement are:

TriMet Representative is: John Serra; [serraj@trimet.org](mailto:serraj@trimet.org), (971) 245-0480.

City Representative for coordinating with TriMet on the Event is: Tate White; [tate.white@portlandoregon.gov](mailto:tate.white@portlandoregon.gov); 503-307-5221.

- 2. The Parties will schedule and coordinate details of the Event as follows:

The City Representative will provide preliminary Event Details to TriMet approximately two to three weeks prior to the Event dates when buses and drivers are needed, in order to allow TriMet time to prepare buses, drivers and staff, and plan the travel routes.

Event Details that should be shared will include:

- a. Date(s).
- b. Start and end time(s).
- c. Desired destinations to visit for the tour(s).
- d. Number of buses needed and required minimum passenger capacity.
- e. Maximum bus passenger capacity for each vehicle.
- f. Other information the Parties may need to plan the travel route.

g. Parking:

- 1) Pick-up and drop off location(s), with each location having public right-of-way parking, or on-site free parking available for buses.
- 2) If parking space must be reserved, signs must be placed in the designated parking areas at least 72 hours prior to the tour date to ensure enforcement.
- 3) If buses will travel on private property, written permission from the owner must be received at least one week prior to the planned tour date.

The Parties will finalize Event Details no later than one week before any schedule Event date so that the City can notify participants of the details.

The City will complete a TriMet Bus Special Request Form and submit it to TriMet prior to scheduling an Event. TriMet Bus Service Coordinators, Station Agents, and Bus Maintenance will assume dates and times provided on the Bus Special Request Form are final, unless notified in writing of any revision.

The Parties understand that a scheduled Event may need to be cancelled or postponed due to inclement weather or other unforeseeable circumstances. TriMet or the City will provide a “go or no-go” confirmation within the four days prior to each scheduled Event date, and if “no-go” the Parties will work together to re-schedule for a later Event date.

3. TriMet Responsibilities:

TriMet will ensure that its buses are safe, fueled and in good operable condition to complete the Event and its drivers are professional, qualified and possessing valid bus operation privileges and license to represent TriMet and drive for the Event.

As between the Parties, TriMet will be solely responsible for claims arising from any motor vehicle accidents, including those for property damage and/or bodily injuries.

4. City Responsibilities:

The City will ensure City participants conduct themselves professionally and safely as expected for any TriMet passengers.

Except for injury arising to motor vehicle accidents, City participant injury during the event will be covered by the City participant’s own health insurance or by the City’s Workers Compensation coverage.

5. Contribution In Lieu of Indemnification.

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 a party (the “Notified Party”) with respect to which the other party (“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. Either 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 the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which TriMet may be jointly liable with the City (or would be if joined in the Third Party Claim), TriMet shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the City in such proportion as is appropriate to reflect the relative fault of TriMet and/or the City 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 and/or the City 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 be capped under the Oregon Tort Claims Act.

With respect to a Third Party Claim for which the City may be jointly liable with TriMet (or would be if joined in the Third Party Claim), the City shall contribute to the amount of expenses (including attorney 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 City and/or TriMet 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 City and/or TriMet 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. The City's contribution amount in any instance is capped to the same extent it would be capped under the Oregon Tort Claims Act.


6. This Agreement may be executed in several counterparts 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
7. This Agreement will terminate upon the completion of all Events, but under no circumstances later than June 1, 2025. The Parties may mutually terminate this Agreement upon two weeks' notice to the other.
8. Any modification to this Agreement must be in writing and signed by authorized representatives of the City and TriMet.

9. Jurisdiction for any litigation arising from this Agreement shall be in the federal or state courts located in Multnomah County, Oregon. In the event of any litigation arising from this Agreement, each Party shall bear its own attorney fees and costs.

The Parties, through their duly authorized representative, have executed this Agreement effective on the dates noted herein.

**The City of Portland**

**TriMet**

  
By: MICHAEL JORDAN  
Title: City Administrator  
Date: 1/14/25

  
By: Inessa M. Vitko  
Title: Executive Director, Transportation  
Date: 1/13/2025

Approval as to Form  
**Approved as to Form - LLaw**  
City Attorney

Digitally signed by Approved as to Form - LLaw  
Date: 2024.12.20 14:42:54 -08'00'

Legal Review Approval (if required)  
  
By: \_\_\_\_\_  
Legal Counsel