

**City Contract 30002872  
Amendment No. 13**

**Intergovernmental Agreement Related to the  
Operations & Maintenance of the Portland Streetcar System  
Between the Tri-County Metropolitan Transportation District of Oregon  
And the City of Portland**

This Amendment No. 13 to the Intergovernmental Agreement Related to the Operations & Maintenance of the Portland Streetcar System (Agreement) is made and entered into between the Tri-County Metropolitan Transportation District of Oregon (TriMet) and the City of Portland (City) (collectively referred to as the Parties), effective July 1, 2022.

RECITALS

- (A) The Parties executed the original Master Agreement on August 8, 2012, with an effective date of September 1, 2012.
- (B) The term “Agreement” refers to annual agreements executed by the Parties that apply to TriMet and to City for Streetcar operation for the upcoming fiscal year. Since its initial execution on August 8, 2012, the Agreement has been amended 12 times.
- (C) In Amendment No. 6, the entire Agreement was restated to include the original Master Agreement and revisions set forth in Amendments No. 1 through No. 6. Subsequently, Amendments Nos. 7, 8, 9, 10, 11 and 12 updated and revised the Agreement.
- (D) This Amendment No. 13 includes the revisions to Section II of Amendment No. 12 of the Agreement titled: **“Funding for Streetcar Operations & Maintenance, Subsection A, Funding Process and Amounts,”** that specify TriMet’s share of the Parties’ funding for Streetcar operations for FY2023 (July1, 2022 through June 30, 2023).

AMENDMENT NO. 13 TO AGREEMENT

- A.** Section II of Amendment 12 to the Agreement, Funding for Streetcar Operations & Maintenance, Subsection A, Funding Process and Amounts, is deleted and replaced in its entirety with the following Section II:

**II. Funding for Streetcar Operations & Maintenance**

**A. Funding Process and Amounts**

The City and TriMet will each contribute operations and maintenance funding to the Portland Streetcar during the period of this Agreement, based on a July 1 - June 30 fiscal year.

The City will determine its funding level through its normal budget process, as approved by the City Council and will coordinate with TriMet regarding development of that budget. TriMet's contribution will be developed during its annual budget process, as approved by the TriMet Board of Directors, and will coordinate with the City regarding development of that budget.

TriMet will continue to assign operators and maintenance employees to operate the Portland Streetcar under City supervision, and the City will continue to pay the wages of these TriMet employees.

Operating costs for Streetcar are determined as set forth in the Table 1, below for FY2021, FY2022 and FY2023. This method of calculating operating funding is based on an hourly cost per Streetcar hour of service, applied to TriMet's share of annual operating costs per the 2012 Master Agreement between the City of Portland and TriMet, as updated by Amendments Nos. 7 through 12 of the Agreement.

**Table 1. FY2021-FY2023 Cost Summary**

	Fiscal Year		
	FY2021	FY2022	FY2023
<b>NS Service Hours</b>	32,773	31,450	32,020
<b>A/B Service Hours</b>	37,831	38,070	42,404
<b>Total Service Hours</b>	70,604	69,520	74,424
<b>NS @ 85%</b>			
	27,857	26,733	27,217
<b>A/B @ 61.67%</b>			
	23,330	23,478	26,151
<b>Total Hours to TriMet</b>	51,187	50,210	53,368
<b>TriMet Rate</b>	<b>\$ 175.21</b>	<b>\$ 176.74</b>	<b>\$ 191.74</b>
<b>Total Cost to TriMet</b>			
<b>NS</b>	<b>\$ 4,880,874</b>	<b>\$ 4,724,589</b>	<b>\$ 5,218,653</b>
<b>A/B</b>	<b>\$ 4,087,749</b>	<b>\$ 4,149,362</b>	<b>\$ 5,014,169</b>
<b>Total</b>	<b>\$ 8,968,623</b>	<b>\$ 8,873,951</b>	<b>\$ 10,232,822</b>

Previously, the Parties approved TriMet's payment of \$8,968,623 to the City for FY2021 Streetcar operations based on TriMet's adjusted cost per hour of Streetcar service of \$175.21, which was applied to 85% of the City's total cost of the NS Line and 61.67% of the City's total cost of the A/B Loops, for the planned 70,604 total hours of FY2021 service.

The Parties approved TriMet's payment of \$8,873,951 to the City for FY2022 Streetcar operations based on TriMet's adjusted cost per hour of Streetcar service of \$176.74, which was applied to 85% of the City's total cost of the NS Line and 61.67% of the City's total cost of the A/B loops for the planned 69,520 total hours of FY2022 Service.

For FY2023, the City is scheduled to operate 74,424 revenue hours of service. This will require TriMet to provide two (2) additional streetcar operators and one (1) additional streetcar mechanic. The streetcar mechanic was included in the rate from FY2022. In FY2023, TriMet entered into a new agreement with its union, Amalgamated Transit Union Local No. 757 (ATU). To resolve the increases in the new ATU agreement and to account for the two (2) additional operators needed for the City's increase in scheduled hours of service, the FY2022 rate was increased by 6.96% and 1.53% respectively. TriMet's new cost per hour of Streetcar service for FY2023 is \$191.74, reflecting a net increase of 8.49% over the FY2022 rate.

The Parties agreed to continue to split the cost for line operation for the NS line at 85% and A/B Loops at 61.67% of the City's total cost. This cost share is applied to the 74,424 total hours of scheduled FY2023 service, with respect to the allocation of hours by line. As a result, the Parties have approved TriMet's payment of \$10,232,822 to the City for FY2023, reflecting TriMet's share of Streetcar's operating costs. This Amount will be disbursed in twelve (12) equal monthly payments in the amount of \$852,735.

TriMet's payments to the City will be made on or after the 1st day of the month to which they are attributable. Any payments received by the City later than ten days from the time they are due will accrue interest at a rate of 0.75% per month.

Voting members of the City/TriMet Permanent Executive Group (PEG) will use the predetermined cost sharing percentages for the N/S Line and the A/B Loop to estimate the amount that TriMet will pay the City in the subsequent Fiscal Year 2024. These FY2024 payments will be based on the following criteria in the Master Agreement:

1. Ridership
2. Development Growth: Number of Residential and Commercial Units from the area around Streetcar
3. Development Growth: Square Feet of New Residential and Commercial Units from the area around Streetcar
4. Payroll Tax Income from area around Streetcar

All other provisions of the Agreement, as previously amended prior to this Amendment No. 13, remain unchanged.

B. The individuals signing below represent and warrant that they have authority to bind the Party for which they sign.

City of Portland

TriMet

By: \_\_\_\_\_  
Jo Ann Hardesty, Commissioner-in-Charge

By: \_\_\_\_\_  
Sam Desue, General Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dee Brookshire, Chief Financial Officer

Dated: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
Tracy Reeve, City Attorney

By: \_\_\_\_\_  
Shelley Devine, General Counsel