City Contract 30002872 TriMet Contract LSA GC130800LG Amendment No. 16

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. 16 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, 2025.

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 16 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 12, 13, 14, and 15 updated and revised the Agreement.
- (D) This Amendment No. 17 includes the revisions to Section II of Amendment No. 15, 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 FY2026 (July 1, 2025 through June 30, 2026).

AMENDMENT NO. 16 TO AGREEMENT

A. Section II of Amendment 15, 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 FY2026. 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 16 of the Agreement.

Table 1. FY2026 Cost Summary

FY2026 Service Hours	
N/S Service Hours	31,367
A/B Service Hours	34,421
Total Service Hours	65,788

FY2026 TriMet Cost Share by Line		
North/South	85%	
A/B Loops	61.67%	

FY2026 TriMet Contribution Calculation			
TriMet Funding/Hour basis (prior year)	\$	200.49	
TriMet WWA Adjust./Hour		103.00%	
Other Adjustments/Hour		2.63%	
Total Adjustment Factor		105.63%	
Adjusted TriMet Funding/Hour	\$	211.78	
TriMet Partner Contribution to Streetcar		0,141,766	

For FY2026, the City is scheduled to operate 65,788 revenue hours of service. Per agreement Amalgamated Transit Union Local No. 757 (ATU) for a negotiated wage increase, the FY2026 hourly rate is increased by 3.0% from the FY2025 cost per hour. Additionally, resulting from the assignment of additional operators, the FY2026 hour rate is increased by an additional 2.63%. TriMet's new cost per hour of Streetcar service for FY2026 is \$211.78.

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 65,788 total hours of scheduled FY2026 service, with respect to the allocation of hours by line.

The Parties therefore agree that TriMet shall pay of \$10,141,766 to the City for FY2026, reflecting TriMet's share of Streetcar's operating costs. This Amount will be disbursed in twelve (12) equal monthly payments in the amount of \$845,147.

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.

The Parties will negotiate a new formal agreement for the allocation of expenditures and revenues between the Parties prior to July 1, 2026. The Parties will also work together to identify and implement cost efficiencies through enhanced collaboration and shared services.

- B. All other provisions of the Agreement, as previously amended prior to this Amendment No. 16, remain unchanged.
- C. The individuals signing below represent and warrant that they have authority to bind the Party for which they sign.

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By:	By:Sam Desue, Jr., General Manager
Dated:	Dated:
	By: Nancy Young-Oliver, Chief Financial Officer
	Dated:
Approved as to Form:	
By:	Ву:
City Attorney	By:Shelley Devine, General Counsel