

Amendment No. 1**Master Agreement on Streetcar
between the Tri-County Metropolitan Transportation District of Oregon
and the City of Portland**

This Amendment No. 1 to the Master Agreement on Streetcar ("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, 2017.

RECITALS:

- (A) The Parties executed the Agreement on August 8, 2012, with an effective date of September 1, 2012.
- (B) The Agreement covers understandings between TriMet and the City for coordinated decision-making for development of any potential future Streetcar lines, and for TriMet and City shares of future Streetcar operating funding.

AGREEMENT:

- (A) Article VIII (Financing), Section A (For any streetcar lines fully within the City of Portland) is amended by adding the following Subsection:

7. Operations Financing, FY18-19 and Later

a) Beginning in FY18-19, the TriMet operating funding share will be determined by applying the operating funding threshold measures applicable to TriMet described in the foregoing Subsection 6(g)(1)(c), to the product of the Parties' agreed-upon Streetcar system annual vehicle revenue hours for the upcoming fiscal year, and the FY17-18 net operating cost (net of fare and sponsor revenues) per Streetcar revenue vehicle hour, adjusted to the upcoming fiscal year in proportion to the change in TriMet's represented employees' wage rates from FY17-18 to the upcoming fiscal year, as per TriMet's Working & Wage Agreement with the Amalgamated Transit Union. If the Parties agree to increase the number of TriMet or City Streetcar maintenance personnel for the upcoming fiscal year, more than proportionate to the increase (if any) in revenue vehicle hours for that year, the net operating cost per Streetcar revenue vehicle hour will be adjusted accordingly for that reason as well.

b) For FY17-18, the Parties determined the net operating cost (net of fare and sponsor revenues) per Streetcar revenue vehicle hour as \$149.59.

- (B) ALL OTHER PROVISIONS OF THE AGREEMENT REMAIN UNCHANGED.

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

City of Portland

**Tri-County Metropolitan Transportation
District of Oregon**

By: _____
Dan Saltzman, Commissioner-in-Charge

By: _____
Neil McFarlane, General Manager

Dated: _____

Dated: _____

Approved as to Form:

By: _____
Tracy Reeve, City Attorney

By: _____
Shelley Devine, General Counsel