

**PORTLAND STREETCAR FUNDING AGREEMENT  
BETWEEN  
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON  
AND  
CITY OF PORTLAND  
No. 51529  
Adopted April 19, 2001**

This Amendment, dated this \_\_\_\_\_ of \_\_\_\_\_ 2010, is made and entered into by and between the Tri-County Metropolitan Transportation District of Oregon (TriMet) and the City of Portland (City).

**RECITALS:**

On April 19, 2001, the City and TriMet entered into the Portland Streetcar Funding Agreement (Funding Agreement) for operations of the Portland Streetcar, subsequently amended to provide additional resources for the RiverPlace, Gibbs, and Lowell Extensions and to extend the term of the Funding Agreement to September 30, 2010.

On April 19, 2001, the City and TriMet entered into the Portland Streetcar Personnel Agreement (Personnel Agreement), subsequently amended to extend the term of the Personnel Agreement to September 30, 2010.

On May 2, 2001, the City and TriMet entered into the Portland Streetcar Other Services Agreement (Other Services Agreement). This agreement was subsequently amended to clarify operating and maintenance procedures and responsibilities. It was again amended to extend the term of the Other Services Agreement to September 30, 2010.

The City and TriMet agree that the policy basis for TriMet's funding participation in current and future Streetcar service is the amount the service would cost if operated with buses at policy and demand driven headways.

The City and TriMet agree that TriMet operates 81 bus lines, a 52-mile light rail system, a 14.7-mile commuter rail line, paratransit service for people with disabilities as well as providing funding for Streetcar service, and that from time to time, depending on TriMet's financial condition, TriMet will have to reduce service levels and Streetcar funding.

The City and TriMet agree that restoration of service and Streetcar funding will be based on 1) TriMet's financial ability to increase service and 2) ridership effectiveness of the service compared to other service needs.

The City and TriMet wish to continue their collaborative relationship in providing for Streetcar service and will work together to plan and fund the extension of Streetcar operations to OMSI and to complete the loop.

**AMENDMENTS:**

The referenced sections below are to be replaced with the following language:

1. Term. The term of this Agreement shall extend to June 30, 2012

2. TriMet Obligations

2.1 Payment

The progression of Streetcar payments under Funding Agreement Amendment Numbers 1, 2 and 3 is shown on Exhibit A.

Commencing July 1, 2010, funding under this Agreement shall be based on a July 1-June 30 fiscal year term consistent with the TriMet budget year.

For the period July-September 2010, TriMet will make equal monthly payments to the City in the amount of \$247,625.39 as shown on Exhibit A.

Beginning October 1, 2010 TriMet shall make nine equal monthly payments to the City in the amount of \$237,935.76 as shown on Exhibit A. TriMet's total Streetcar funding for the period July 1, 2010 to June 30, 2011 will be \$2,884,298 as shown on Exhibit A.

Beginning July 1, 2011, TriMet shall increase the monthly payment by the annual rate of change in the Portland Wage Earners & Clerical Workers Consumer Price Index reported for December 2010 compared to December 2009. If the change is negative, the adjustment to the monthly payment shall be zero. .

Payments shall be made on or before the 1st day of the month to which they are attributable. Any payments that are received by the City later than 10 days from the time they are due shall accrue interest at a rate of 0.75% per month.

2.2 Payment Restoration

Both parties agree to review the financial capacity of TriMet prior to March 31, 2011 to determine the potential for restoring the operations funding to the original formula.

ALL OTHER PROVISIONS OF THE AGREEMENT CONTINUE AS SET FORTH.

**APPROVALS:**

**CITY OF PORTLAND**

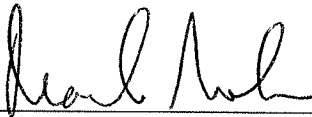
**TRIMET**

By: \_\_\_\_\_  
Sam Adams  
Mayor

By: \_\_\_\_\_  
Neil McFarlane  
General Manager

By: \_\_\_\_\_  
LaVonne Griffin-Valade  
City Auditor

Approved as to Form:

By:  \_\_\_\_\_  
Mark Moline  
Senior Deputy City Attorney

By: \_\_\_\_\_  
M. Brian Playfair  
General Counsel

## Exhibit A

Date:	Explanation for Change	Annual Maximum:	Monthly Amount:
6/30/2004	Original Payment Amount	\$ 1,600,000	\$ 133,333.33
7/1/2004	CPI Adjustment 2.0%	1,632,000	136,000.00
2/1/2005	Riverplace Adjustment (\$400K annual X 2.0% CPI x 19 days)	2,040,000	157,238.36
3/1/2005	Full Month - with Riverplace Adjustment	2,040,000	170,000.00
7/1/2005	CPI Adjustment 2.5%	2,091,000	174,250.00
7/1/2006	CPI Adjustment 2.7%	2,147,457	178,954.75
7/20/2006	Gibbs Adjustment (\$400K annual x CPI adjustments x 11 days)	2,576,948	191,898.33
8/1/2006	Full Month - with Gibbs Adjustment	2,576,948	214,745.70
5/17/2007	Lowell Adjustment (\$400K annual x CPI Adjustments x 14 days)	3,006,440	231,219.34
6/1/2007	Full Month - with Lowell Adjustment	3,006,440	250,536.65
7/1/2007	CPI Adjustment 3.4%	3,108,659	259,054.90
7/1/2008	CPI Adjustment 3.9%	3,229,896	269,158.04
July '09		269,158	269,158.04
Aug '09		269,158	269,158.04
Sep '09		269,158	269,158.04
Oct'09-Sep'10	Current agreement minus 8% for twelve months	2,971,505	247,625.39
	FY10 Total Fiscal year total	3,036,103	
	Jul '10	247,625	247,625.39
	Aug '10	247,625	247,625.39
	Sep '10	247,625	247,625.39
Oct '10-Jun '10		2,141,422	237,935.76
	FY11 Total Fiscal year total 5% reduction from FY10 funding	2,884,298	