

Agreement

Between

The City of Portland and Portland Streetcar, Inc.

For Operator Relief

I. PURPOSE

This AGREEMENT identifies tasks the City of Portland (by and through its Bureau of Transportation) (hereinafter PBOT or City) and Portland Streetcar, Inc. (hereinafter PSI) agree to do relative to support the Portland Streetcar; with respect to providing a Streetcar Operator relief point at 1031 NW 11th Ave.

PSI agrees to and will provide access to an "Operator Relief Room" at 1031 NW 11th Avenue, Portland, Multnomah County Oregon along both the CL and NS Streetcar lines in consideration of assistance from PBOT acting on behalf of the City of Portland.

II. AGREEMENTS**a. Both Parties Agree that:**

- i. Through Contract 37725 as amended through Amendment 14, PSI is to provide "Operating Assistance" to the City for Portland Streetcar.
- ii. Provision of an Operator Relief Point along both the CL and NS lines is necessary.
- iii. PSI's offices at 1031 NW 11th Avenue provide an appropriate location for providing an Operator Relief Point for operator breaks and exchanges.

b. PSI agrees to:

- i. Enter a five (5) year lease for office space and customer service purposes for Portland Streetcar Inc. at 1031 NW 11th Avenue, Portland, Oregon beginning June 16, 2014 and ending December 16, 2019.
- ii. Allocate funds for and cause to be built for the use of PSI staff and streetcar operators one (1) Americans With Disabilities Act (ADA) compliant and accessible bathroom, kitchenette with potable water, refrigerator, microwave, internet , seating, flatware, cups and other appropriate kitchen items as well as one (1) 24/7 secured private, accessible entrance thereto.
- iii. Provide and timely pay for necessary utilities (including heat, Air conditioning, lights, water, sanitary sewer, etc.) for the Operator relief Point, PSI offices and common areas and causing same to be cleaned and maintained in a manner and fashion appropriate to that of a professional office environment.
- iv. Develop rules for the use of the Operator Relief Point and cause them to be posted in areas used therefor.

c. The City Agrees to:

- i. Provide City staff currently assigned to the operation of Portland Streetcar to clean the aforementioned ADA compliant and accessible bathroom, kitchenette and other areas used for the Operator Relief Point once per week including washing sink, toilet, floor and other common areas as PSI may direct.
- ii. Provide toilet paper, and paper towels for use in the bathroom.
- iii. Include 1031 NW 11th Avenue in garbage and recycling pick-up as needed/ scheduled as part of PBOT's duties to empty trash along the entire Streetcar alignment.
- iv. Provide streetcar operators with necessary training on accessing the space, treating the shared space with respect and maintaining a clean and professional work environment.
- v. Be responsible for any and all disciplinary and job performance related issues arising from or associated with TriMet Streetcar Operators or City staff occurring at 1031 NW 11th Avenue.

III. TERMS

- a. This Agreement is effective as of December 1, 2014 ending December 16, 2019 unless terminated consistent with the terms of sub-section(b) below.
- b. Either party may terminate this Agreement with or without cause by giving the other party not less than thirty (30) days written notice of their intent to do so.
- c. This agreement may be amended at any time with the consent of both parties as evidenced by a resolution of the Board of PSI and action approved by the City Council.

Portland Streetcar, Inc.

City of Portland, Bureau of Transportation

Jim Mark, PSI Board Chair

Commissioner Steve Novick

APPROVED AS TO FORM

John DePina 12/24/14

Approved as to form for City Attorney