

Exhibit A

ATTACHMENT A PSI CONTRACT 30004833 SCOPE OF WORK AMENDMENT 5

1. TECHNICAL SERVICES AND SCHEDULE: The Contractor will perform the tasks listed below for this project. Operations Assistance includes tasks as defined in the Master Agreement that are categorized into major service areas. **The major service areas requested from the Operations Assistance service provider (“Contractor”) are:**

Task A: Partnerships and Private Sector Engagement

- Convene a Board of private sector and community stakeholders to represent the needs of the Central City and the City as a whole to encourage strong public-private coordination toward Streetcar’s effective use as a tool to meet the City’s transportation, development, sustainability and equity goals.
- Provide an Executive Director to lead and advocate for public streetcar service within the community; to lead discussions and facilitate resource allocation and budget development between City and TriMet; and to represent Portland Streetcar at public forums and with elected officials.
- The Executive Director’s role shall be to maintain a transparent and accessible presence within the Portland community, interacting with business groups, property owners, community organizations and government agencies. Areas of responsibility include Streetcar service, policies, budgets, grant applications, development of funding strategies and proposals, and managing a board with business and community representatives as well as advocates with transit related expertise.
- Communicate Streetcar’s performance standing and system needs to regional transportation and land use leaders including regular presentations and meetings with members of Portland City Council, TriMet, Metro, JPACT/TPAC and others as necessary.
- Maintain a working relationship with the Federal Transit Administration in partnership with TriMet, Metro and City of Portland.
- The Executive Director shall be responsible for consistent and clear communications with the City to include regular check ins.
- The Executive Director shall take a lead role in assessing private sector interest in developing and financially supporting any future expansions or capital improvements to the Portland Streetcar system.
- The Executive Director shall represent Portland Streetcar Inc. (PSI) at PEG (Permanent Executive Group and SPG (Streetcar Planning Group), as defined by the City/TriMet Master Agreement) meetings and in PEG and SPG coordination process with the City of Portland and TriMet. Additionally, the Executive Director shall ensure the continued implementation of the Streetcar Master Agreement between TriMet and the City.
- Provide venues for public engagement including but not limited to support for volunteer advocacy groups (such as the recently formed Friends of Portland Streetcar), board sub-committees, web-based engagement, and presentations to community organizations and neighborhood and business associations.
- Manage and lead tours of Portland Streetcar.

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Task A Deliverables:

- Agendas and minutes for at least 6 Board meetings per year
- Agendas, materials and presentation for up to 2 PEG meetings per year
- Documentation of Tours of Portland Streetcar (on request)
- Additional items based on the task items above as agreed upon with the PSI Executive Director and City Project Manager.

Task B: Project Management

- Initiate and lead transit operations service scenario discussions and development by assembling City and TriMet technical and management staff. Provide planning, budget estimating and documentation of options for consideration by the City and the PEG. Scenarios include service schedule options considering frequency, demand, cost and available resources.
- Provide analysis and make recommendations for fare rates taking into account the needs of the system and community and considering equity, social justice, and environmental sustainability.
- At least twice per year, in spring and fall, convene Streetcar Project Manager or designee and TriMet technical staff to review existing service schedules, forecast future schedules and develop scenarios for consideration by the City's Management Team.
- Assemble and summarize existing long-term capital needs in support of future service delivery, identifying estimated costs, expected benefits, and possible funding sources in partnership with and in support of PBOT's Asset Management Team.
- Initiate and lead workplans related to system expansion and long range planning in partnership with the City of Portland and TriMet.
- Provide Project Managers to support key initiatives on behalf of the City including project management and oversight for vehicle acquisition.

Task B Deliverables:

- Service schedule materials to be provided to the City for each signup (4x/year)
- Agreed upon scope, schedule and budget for any project management tasks specifically requested by the City of Portland.
- Provide detailed documentation of all projects managed, including agendas and minutes to PSI led project management meetings.
- Twice per year provide updated capital and asset management plan to City of Portland.
- Additional items based on the task items above as agreed upon with the PSI Executive Director and City Project Manager.

Task C: Customer Service

- Lead communications and public engagement through strategies such as; media relations, social media presence, website management, public meetings, presentations for community groups (neighborhood associations, advisory committees, etc.), publication of annual report, and publication of data and statistics for ridership, demographics, development and other metrics. Communications and website must be compliant to all Civil Rights Title VI and ADA Title II laws and all other applicable federal, state, and local regulations.

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- Coordinate with TriMet and PBOT public information officers to ensure consistent messaging during service disruptions, extreme weather events, disaster declarations or other emergencies.
- Provide staff or contracted support for Federal Transit Administration (FTA) COVID Research grant deliverables – including Rider Ambassadors and public health/information to support riders during and following the COVID-19 public health emergency.
- Continue management of Rider Ambassador program through FY 25' using STIF grant revenues from the State of Oregon.
- Provide in-person customer service on-board vehicles and at stops including conducting rider surveys, posting rider information on vehicles and shelters, managing crowds for events (races, parades, etc.), and otherwise assisting riders and the traveling public with wayfinding and information.
- Provide prompt, responsive customer service for phone and e-mail customers wishing to buy tickets, ask a question or make a complaint regarding service. Respond to customer calls, in-person questions, or emails within 48 hours, 24 hours preferred, Monday through Friday.
- Ensure clear and timely communication with customers during special events or weather emergencies, to include provision of sufficient staff or technology to enable remote work and remote telephone access for customer service during major events.
- Provide meeting and office space for use by City of Portland Streetcar staff as needed.
- Provide an operator recovery point at the Lowell/Bond streetcar stop that has restroom access with a minimum capacity of 2 people.
- If requested, provide support staff for Streetcar operations.
- Coordinate with the City of Portland Streetcar staff and the City's Office of Risk Management in gathering data for response to risk claims in a timely manner.

Task C Deliverables:

- Monthly summary of customer issues (to be presented at monthly Streetcar Leadership meeting).
- Documentation of hours of direct customer service provided per month.
- Additional items based on the task items above as agreed upon with the PSI Executive Director and City Project Manager.

Task D: Sponsorship/Advertising & Marketing

- Generate income to support system operations by creating partnerships with local businesses and offering sponsorship opportunities. Types of sponsorships include Streetcar vehicles and shelters, printed maps ("Off the Rails", "Rainy Day Guide", etc.), events (Mobile Music Fest, etc.), and tours ("Portland by Streetcar" App, etc.).
- Generate a minimum amount of sponsorship/advertising revenue equal to or greater than the Minimum Annual Guarantee (MAG) identified in the January 1, 2022 – December 31, 2026 PSI/Intersection Media LLC contract. The minimum annual target for each of the next five fiscal years is set forth in the list below. Sponsorship/advertising minimum annual targets are set by fiscal year (July 1 – June 30) and are related but not identical to the MAG values in the PSI/Intersection contract. Sponsorship/advertising revenues up to the minimum annual target amounts identified below are dedicated to support the operation of the Contractor. Future amendments to the PSI/Intersection Media contract resulting in MAG increases will not in and of themselves modify these minimum annual targets; instead, the

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minimum annual target values may be adjusted by mutual agreement as part of the annual budget process for Contractor and City. Since the MAG amount is set by calendar year and the PSI/City contract is fiscal year-based, the average of two MAG calendar years shall be used to determine each fiscal year's sponsorship/advertising minimum annual revenues. Those minimum annual target values are as follows:

- FY 22-23 - \$262,500
 - FY 23-24 - \$287,500
 - FY 24-25 - \$312,500
 - FY 25-26 - \$337,500
 - FY 26-27 - \$175,000 (PSI/Intersection contracts terminates 12/31/26).
- Using sponsorship/advertising revenues above the minimum annual target, Contractor will establish a System Improvement Fund to support capital and operating expenditures to maintain and improve the streetcar system. Expenditures from the System Improvement Fund will be directed by the PSI Board of Directors in concurrence with City staff.
 - Review and report on the sponsorship/advertising program, including revenues generated and how proceeds are spent. All sponsorship/advertising revenues above the minimum annual target must be deposited in the Streetcar System Improvement Fund, which was established by the PSI Board as part of approving the PSI/Intersection Media contract in December 2021.
 - Account for sponsorship/advertising revenues in accordance with the Key Financial Terms in section 2B below and consistent with the System Improvement Fund Procedures document agreed to by PSI and City in March 2022.
 - Review and report on the existing sponsorship program, noting the number and percent of streetcar vehicles, stops, and which are sponsored and the average amount obtained annually from each. Recommend improvements and additions to the existing sponsorship/advertising program.
 - Coordinate a joint PSI/City committee to review sponsorship/advertising proposals and recommend System Improvement Fund expenditures for PSI Board and City approval consistent with the System Improvement Fund Procedures document agreed to by PSI and City in March 2022.
 - Contractor shall provide periodic reports to the Board regarding collection, management and expenditure of sponsorship/advertising revenue.
 - Coordinate community programs such as the current "Art on Board" Program which aims at elevating the voices and work of artists in the local community - specifically those voices from BIPOC, LGBTQ, and other historically marginalized populations.
 - Manage the procurement and installation of improved customer-facing signage per the FTA COVID Research demonstration project (improved signage at up to 25 platforms).
 - Identify and advance ways that Portland Streetcar can be marketed to new and existing customers as part of the regional public transit system with TriMet, C-TRAN and Portland Tram.
 - Participate in marketing and public information specialist meetings with TriMet, C-TRAN and Portland Tram.
 - Coordinate with TriMet regarding electronic fare payment integration strategies and opportunities.
 - Coordinate the installation of advertising items with the Streetcar Maintenance Manager or designee.

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Task D Deliverables:

- Minutes and agendas from quarterly System Improvement Fund sub-committee meetings.
- Audited financial statements clearly documenting revenues and expenses related to advertising and sponsorship program.
- Additional items based on the task items above as agreed upon with the PSI Executive Director and City Project Manager.

Task E: Communications

- Develop an annual communication plan, reviewed and approved by the City.
- Respond to all media contacts, coordinating, informing and alerting City and TriMet PIOs per the City's Streetcar media protocol.
- Maintain an active social media presence and provide customers with updates on service disruptions and changes 24 hours a day, 365 days a year.
- Manage the "Portland Streetcar" brand and image including updates to signage, materials, or web-based assets as needed and agreed upon with City staff.
- Manage nationwide relationships with other streetcar cities through leadership in the Community Streetcar Coalition, American Public Transit Association and other groups. Ensure Portland's successes are shared broadly through these national coalitions to influence national lawmakers and federal decision-makers.
- As needed, provide public outreach and engagement related to new streetcar capital projects. Provide timely support in information and coordination with any new capital projects. Contractor and City will work to cover these expenses via capital project budgets as feasible.

Task E Deliverables:

- Annual Communications Plan to be submitted to City of Portland for review by June 30 of each year.
- Quarterly summary of media activity related to Portland Streetcar
- Additional items based on the task items above as agreed upon with the PSI Executive Director and City Project Manager.

Task F: Performance and Grant Reporting

- Perform annual maintenance surveys, counts and report(s) as needed to provide to the FTA for continuing use of the Automatic Passenger Counters (APCs).
- Review the current data collection sources and methods for annual National Transit Database (NTD) reporting and provide recommendations for efficiencies and improvements.
- Collect, analyze and provide data to report annually to NTD in a format and method for annual reporting requirements.
- Collect, analyze and provide data to report monthly to the NTD on Ridership.
- Provide an annual report to City Council on the status of Portland Streetcar Operations, including current budget, anticipated changes, and a summary of key performance measures for ridership, fare revenue, sponsorship/advertising revenue, cost to operate per revenue hour and development.
- Provide monthly reporting of key performance measures for ridership, incidents and collisions.
- Respond in a timely manner to independent third party audits and City audits.

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- Manage data collection, research and publication of findings for FTA COVID Research project.

Task F Deliverables:

- NTD submittal data.
- Maintain documentation of key performance measures (ridership, on-time performance) on www.Portlandstreetcar.org.
- Additional items based on the task items above as agreed upon with the PSI Executive Director and City Project Manager.

Task G: Technical Support

- Act as the Operating Entity described in the Intergovernmental Agreement approved by City Council in 2012 and fulfill the responsibilities outlined therein.
- In the role of Operating Entity – act as an initial point of contact for all Streetcar related matters as agreed upon with City staff. This includes community and customer relations and responding to inquiries from TriMet, Metro, ODOT, Multnomah County and others to ensure issues are communicated to and resolved by appropriate parties in a timely manner.
- Provide recommendations to the City to manage Operations and coordinate City of Portland and TriMet staff to provide high quality service that meets or exceeds performance goals.
- In partnership with the City and TriMet, seek funding to maintain and improve the overall condition of the streetcar system and to reduce the financial burden to public agencies. Produce annual report to Portland City Council members on funding opportunities and constraints.
- Support the Streetcar Safety and Risk Officer in implementing the safety program on any capital projects or asset management investments.
- Support and participate in Project Safety Committee meetings in conjunction with Streetcar programs, ODOT program standards, and FTA guidelines.
- Convene and attend regular meetings with PBOT Streetcar team and PBOT Finance to reach consensus on financial state, asset condition, and needs.
- Maintain an updated Fare Policy to reflect current state of enforcement practice and to either maximize fare revenues or work with the City to eliminate fares by identifying alternative funding to support operations.
- Coordinate with the City's Office of Government Relations on necessary items including state or federal funding opportunities.
- Maintain positions on influential advisory bodies such as the Central Eastside Industrial Council Transportation and Parking Advisory Committee and Portland Business Alliance Transportation Committee, and TriMet's HB 2017 Committee to ensure private sector support for improved transit and mobility in Portland's central city.
- Plan and execute regular briefings for staff and elected officials representing parts of Portland in the Oregon State Legislature and United States Congress to ensure key legislators are informed of Streetcar's successes and future needs for funding or statutory changes.

Task G Deliverables:

- Monthly summary of key activities and participation on key advisory bodies to be included on each invoice.
- Maintain Fare Policy.

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- Additional items based on the task items above as agreed upon with the PSI Executive Director and City Project Manager.

Task H: Funding and Best Practices

- Assemble best practices from other public transit agencies, as requested, to address Portland Streetcar's needs as it continues to grow in staffing and service hours and develops short and long-term strategies for service improvement.
- Apply best practice information from other agencies, to help address issues as they arise, through proposed new or modified Standard Operating Procedures (SOPs).
- Maintain active presence with the Community Streetcar Coalition, APTA and other professional organizations.
- Assist in the development and recommendation of policies related to federal Title II and Title VI requirements.
- Monitor for Title II and Title VI compliance and tracking and documentation of complaints and responses.
- Manage the "Streetcar Special Projects" budget to administer contracts and work orders on behalf of the City with Streetcar Project Manager approval.
- Review public transit agency performance measures in use, as well as recent (within the last 5 years) academic analysis of performance measures and recommend changes or additions to Portland Streetcar's key performance measures.
- Monitor local, state and federal grant opportunities to identify potential funding sources for City consideration to address operational and capital needs. Lead strategic funding planning and proposal development for those grants.

Task H Deliverables:

- Monthly summary of key activities to be included on each invoice.
- Additional items based on the task items above as agreed upon with the PSI Executive Director and City Project Manager.

2. KEY FINANCIAL TERMS

A. Monetary Payments - All monetary transactions, except sponsorship/advertising revenue, shall occur as follows:

- In compliance with all established cash management, electronic payment processing, and accounting policies or rules of the City: <https://www.portland.gov/policies/finance>
- The City shall establish, in the City's name, a commercial checking account called "Portland Streetcar Operations" (the "City Account") for the sole purpose of facilitating financial transactions. All monetary transactions, except sponsorship/advertising revenue, shall be deposited directly into the City Account.
- All collected funds shall be deposited directly to the City Account within 24-hours of receipt or as documented in compliance with City financial rules.
- All interest earnings on the City Account, if any, shall be designated as Portland Streetcar Operations revenues.
- All bank fees on the City Account will be paid from the City Account.
- Contractor acknowledges and agrees that all fare revenues belong to the City and that all fare revenues generated within, or arising out of the Portland Streetcar Operations must be accurately reported to the City as revenues in accordance with the reporting requirements.

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- Contractor will have strong business management and accounting practices, and provide an annual audited financial statement to the City. The City shall be provided an independent summary from a CPA focused on a) Contractor and third-party fare sales gross revenue, fees, and net revenue, b) earned sponsorship/advertising revenue and the System Improvement Fund account, c) accounting for the annual cash advance from the City, if any, and d) an opinion on the adequacy of segregation of duties and process controls.

B. Sponsorship/Advertising Revenue - The City acknowledges that sponsorship/advertising revenue shall be that of the Contractor to spend on Contractor operations up to the minimum annual sponsorship/advertising target amounts set out in Section 1D above. Sponsorship/advertising revenues above the minimum annual target amount will be deposited in the Streetcar System Improvement Fund, to be managed by the Contractor for overall streetcar system improvements. As such, these revenues will be collected, deposited and managed by the Contractor in the Contractor's bank account.

- Contractor shall provide accurate quarterly and annual reports to the City of the sponsorship/advertising funds collected.
- Contractor understands that a minimum annual target has been established for sponsorship/advertising revenue and that this amount shall be the responsibility of the Contractor to generate. The City will not provide additional revenue to support Contractor operations in the event that the minimum annual target is not met. Contractor shall provide monthly reports to the City regarding collection, management and expenditure of sponsorship/advertising revenue, as shown in Attachment C.
- Sponsorship/advertising contracts shall include a provision that the agreements are assignable to the City or a subsequent Contractor, in the event of the contact termination.
- The parties understand that certain sponsorship/advertising agreements may result in funds being distributed directly to the City, rather than the Contractor. Upon receipt of such fully executed sponsorship/advertising agreements, the Contractor will be credited for the total annual value of the agreements as funds earned toward the minimum annual target for the Contractor as identified in Exhibit B. The parties agree the Contractor may invoice the City for sponsorship/advertising revenues earned by the Contractor but collected by the City.

3. WORK TO BE PERFORMED BY THE CITY: The Streetcar Project Manager will be the main contact for the City of Portland and will actively manage the contract and streetcar portfolio.

The Portland Bureau of Transportation, in partnership with TriMet, will perform the activities outlined in the 2012 Portland Streetcar Master Agreement.

The Portland Bureau of Transportation will provide monthly financial reports. Additionally, the bureau has a safety plan, operations plan, maintenance plan, communications plan, and inclement weather plan. These plans will be provided, however, over the course of the term of this Contract, Contractor may be required to update some of these plans.

4. CITY FURNISHED PROPERTY: No materials, labor or facilities will be furnished by the City unless otherwise provided for within this Contract. Where the Contractor provides staff within City facilities, such as the Streetcar Operations Office, the City will provide standard office furnishings and equipment.

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5. INVOICING: The City of Portland is a tax-exempt governmental agency. Prices shall not include federal, state, local, or other taxes designated now or hereafter, unless the City is responsible therefore. Contractor shall submit monthly billings in a timely fashion. Invoices shall be sent via email to: portlandstreetcarinvoices@portlandoregon.gov

Contractor is at all times solely responsible for billing accuracy and timeliness;

6. INVOICING AND PAYMENT: Invoices submitted for payment shall be in accordance with Attachment C. Invoices for payment shall be provided to the City within 30 days following the end of the month. The monthly invoice to the City shall include a separate line items for:

- Lease expenses for customer service centers;
- Any agreed upon expenses incurred by the Contractor which results in changes or improvements to City owned assets which must be capitalized (including station furniture, shelter glass, vehicle paint or wrap, or other Contractor financed improvements to City-owned assets), and;
- Sponsorship/advertising revenues earned by the Contractor but collected by the City, as identified in the Key Financial Terms.

The actual cost for services within any one year may vary from the categories listed in Attachment B, i.e. more or less may be expended on Personnel and or Contract Staff; however, on no account shall the authorized City annual maximum price for the combined cost of Personnel and Contract Staff (Total with Overhead) shown in Attachment B be exceeded.

Revised invoices or billing adjustments shall apply only to goods and services that can be verified by the City. Requests for such adjustments shall be submitted via email to the City within six (6) months of the original billing. The City shall pay undisputed portions of disputed or incorrect invoices where the City can easily identify the undisputed portion. Failure by the City to pay any portion of or the entire invoiced amount based on Contractor billing errors, goods and services that fail to comply with this Contract, or disputed charges shall not constitute default under this Contract.

It is the City's policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at: <https://www.portland.gov/sites/default/files/2019-09/achvendorpaymentauthorizationagreement.pdf>.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be in United States currency.

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Attachment B - PSI Budget

July 1, 2023 Two Year Price Agreement	Projected Budget		
	Year 8 (in contract)	Year 9 (FY 23-24)	Year 10 (FY 24-25)
	FY 22/23	FY 23/24	FY 24/25
Personnel	615,322	\$792,500.00	832,125
Contract Staff	63,945	75,000	75,000
Overhead (19%)	129,061	164,825	172,354
Rent - Customer Service	133,779	133,900	137,917
Rent - Operator Break Room	38,433	-	-
Special Projects (Contingency)	100,000	100,000	100,000
ODOT STIF (Projected)	60,000	200,000	200,000
Total: All Expenses	1,140,540	1,466,225	1,517,396
Less Sponsorship/Advertising Earned Revenue	212,500	237,500	262,500
Sponsorship Earned by PSI, Collected by City	50,000	50,000	50,000
Less PSI Revenues			
Projected Annual Price	878,040	1,178,725	1,204,896

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Attachment C, Sheet 2 - PSI Invoice Billing Summary

Task	Description	Hours Billed per Month					
		<i>Executive Director (Bower)</i>	<i>Public Relations (Plambeck)</i>	<i>Office Manager/Advertising (LaValley)</i>	<i>Technical Project Management (Krause)</i>	<i>CSRs</i>	<i>RAs</i>
<i>A</i>	Partnerships and Private Sector Engagement						
<i>B</i>	Project Management						
<i>C</i>	Customer Service						
<i>D</i>	Sponsorship, Advertising and Marketing						
<i>E</i>	Communications						
<i>F</i>	Performance and Grant Reporting						
<i>G</i>	Technical Support						
<i>H</i>	Best Practices and Funding						

CSR = Customer Service Representatives

RA = Rider Ambassadors

Task	Description	Narrative Summary of Key Activities/Deliverables
<i>A</i>	Partnerships and Private Sector Engagement	
<i>B</i>	Project Management	
<i>C</i>	Customer Service	
<i>D</i>	Sponsorship, Advertising and Marketing	
<i>E</i>	Communications	
<i>F</i>	Performance and Grant Reporting	
<i>G</i>	Technical Support	
<i>H</i>	Best Practices and Funding	