

EXHIBIT 1
INTERGOVERNMENTAL AGREEMENT
BETWEEN TRIMET AND CITY OF PORTLAND
FOR ENHANCED TRANSIT MALL UPKEEP
FIFTH AMENDMENT

TriMet Contract No. GH100324LE; City of Portland Contract No. 30000826

THIS Fifth Amendment to the Enhanced Transit Mall Upkeep Agreement (“Agreement”) is entered into as of the effective date identified below the signatures to this Agreement and is between the Tri-County Metropolitan Transportation District of Oregon ("TriMet") and the City of Portland (“City”) (TriMet and City collectively are hereinafter referred to as “the Parties”). This Fourth Amendment is written to make the following changes to the Agreement. All provisions of the Agreement shall remain in effect unless modified or superseded by this Fifth Amendment.

AGREEMENT

1. As provided under Article V, Section 6 of the Agreement, the Parties hereby agree to extend the Agreement for a fourth five-year term, corresponding to fiscal years 2024-2025 through 2028-2029. The termination date of the Agreement is revised to September 30, 2029.
2. Prior versions of the Exhibits to the Agreement, corresponding to fiscal years 2019-2020 through 2023-2024, are hereby supplemented with revised versions, as listed below, corresponding to fiscal years 2024-2025 through 2028-2029, which are attached to this Fifth Amendment:

Exhibit Name	Date of Prior Version corresponding to FYs 19-20 through 23-24	Date of Supplemental Version corresponding to FYs 24-25 through 28-29
A. Enhanced Services, Costs and Service Levels	4/19/19	5/22/24
B. Enhanced Services Performed by the City of Portland	4/19/19	5/22/24
C. Major Maintenance Account Contributions	4/19/19	5/22/24
D. Contributions of the Parties	4/19/19	5/22/24

3. The Parties have been accumulating funds in a Major Maintenance account in anticipation of the need to repave the Transit Mall and repaint the poles. In 2024, the Parties estimated that the repaving would need to occur within the next 5 years. The Parties have formally convened and are in the process of planning the paving and pole painting project(s) for the Transit Mall. The Parties will continue to contribute to the Major Maintenance account as outlined in this Fifth Amendment, with those funds being available for the upcoming paving and pole painting project(s). If excess funds remain following the project, those funds will remain in the Major Maintenance account and be carried forward and applied to future repaving and painting project(s). The City agrees to analyze contribution levels to the Major Maintenance account prior to the expiration of this Fifth Amendment, with the goal of maintaining adequate funding for the subsequent paving and painting projects.

4. In prior versions of the Exhibits to the Agreement, the Parties were in agreement that the City would be responsible for approximately 66% of maintenance and TriMet would be responsible for approximately 33% of maintenance. To reflect actual maintenance needs over the past 15 years, the share will be adjusted to 50/50 going forward.
5. TriMet's Project Manager referenced in Article V, Section 5 of the Agreement is revised to:

Jeremy Rehfeldt
TriMet – Facilities Management
101 SW Main St #700
Portland, Oregon 97204
Phone: (971) 371-0001
Email: rehfeldj@trimet.org

Miles Crumley
TriMet – Operations Analysis and Essential Data
101 SW Main St #700
Portland, Oregon 97204
Phone: (503) 962-3035
Email: crumleym@trimet.org

6. City’s Project Manager referenced in Article V, Section 5 of the Agreement is revised to:

David McEldowney
PBOT Division Manager
1120 SW 5th Ave, Suite 1331
Portland, Oregon 97204
Phone: 503-865-6341
Email: david.mceldowney@portlandoregon.gov

Alex Bejarano
PBOT Group Manager
1120 SW 5th Ave, Suite 1331
Portland, Oregon 97204
Phone: 503-865-6308
Email: alex.bejarano@portlandoregon.gov

City of Portland

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

Millicent Williams, Director
Portland Bureau of Transportation

John Weston, Executive Director
TriMet Maintenance Division

Dated:_____

Dated:_____

Approved as to Form:

Approved as to Form:

City Attorney

TriMet Deputy General Counsel

**TRIMET and CITY of PORTLAND
EXHIBIT A FOR FY24-25 THROUGH FY28-29
ENHANCED SERVICES, COSTS, AND SERVICE LEVELS**

5/22/2024

SERVICE	SERVICE LEVEL DESCRIPTION	FY 2023-24 Budget Basis
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TRANSIT MALL:		
CLEANING TOTAL MALL	Daily litter; graffiti, debris removal; cleaning street furnishings, nightly pressure washing sidewalks (each approx. 1 time per mo.), weekly shelter pressure wash, day porter	\$1,038,768
SECURITY PROGRAM	As defined in separate Board approved subcontract.	\$484,840
STREET TREES & GRATES	Prune trees - three year cycle. Adjust or remove grates as required. Emergency weather response.	\$59,731
PUBLIC SPACE MANAGEMENT	Ten "First Mondays on the Mall" events plus holiday programming with DMI.	\$93,648
PUBLIC ART	Base sealing and removal of leach stains as required.	\$580
POLE MAINTENANCE	Annual paint touch up of all types of poles as required.	\$15,060
DRAINAGE	Inlet and trench drain cleaning - three year cycle; 1/3 mall completed each year.	\$4,902
BENCH MAINTENANCE	Cleaning, graffiti removal, and touch-up or repaint as required annually.	\$5,741
WASTE RECEPTACLES	Daily cleaning of exterior. Periodic internal pressure washing as required.	\$9,495
SIDEWALK CROW MITIGATION	Rental of equipment during crow season or participation in abatement program.	\$24,290
LANDSCAPE MAINTENANCE	Stormwater basins as may be required, South Mall as per PSU contract, other as approved by board.	\$17,961
GENERAL OPERATIONS	Conduct business operations.	\$170,078
SPECIAL CLEANING	Repair/replace amenities as required. Yearly deep clean of all 64 shelters	\$11,924
CONTINGENCY		\$11,151
TRANSIT MALL SUBTOTAL		\$1,948,168

MORR/YAM/1ST AVE LOOP:		
CLEANING TOTAL LOOP	Daily litter; graffiti, debris removal; cleaning street furnishings, nightly pressure washing sidewalks (each approx. 1 time per mo.), weekly shelter pressure wash	\$262,732
SECURITY	As defined in separate Board approved subcontract.	\$232,842
CONTINGENCY		\$5,531
MORR/YAM/1ST AV LOOP SUBTOTAL		\$501,105

TOTAL PMMI OPERATING BUDGET	\$2,449,274
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FUNDING SOURCES	
PORTLAND METRO CHAMBER CASH CONTRIBUTION	\$81,678
PORTLAND STATE UNIVERSITY CASH CONTRIBUTION	\$189,727
PBOT CASH CONTRIBUTION	\$771,849
TRI-MET CASH CONTRIBUTION	\$1,406,020
TOTAL COMPENSATION FOR OPERATING COSTS	\$2,449,274

FY 2024-25 BUDGET	FY 2025-26 BUDGET	FY 2026-27 BUDGET	FY 2027-28 BUDGET	FY 2028-29 BUDGET	TOTALS FYs25-29
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\$1,069,931	\$1,102,029	\$1,135,089	\$1,169,142	\$1,204,216	\$5,680,407
\$517,385	\$532,907	\$548,894	\$565,361	\$582,321	\$2,746,868
\$60,925	\$62,144	\$63,387	\$64,655	\$65,948	\$317,058
\$95,521	\$97,432	\$99,380	\$101,368	\$103,395	\$497,096
\$591	\$603	\$615	\$627	\$640	\$3,077
\$15,361	\$15,668	\$15,981	\$16,301	\$16,627	\$79,939
\$5,000	\$5,100	\$5,202	\$5,306	\$5,412	\$26,021
\$5,856	\$5,973	\$6,093	\$6,214	\$6,339	\$30,475
\$9,685	\$9,879	\$10,076	\$10,278	\$10,483	\$50,401
\$36,246	\$36,971	\$37,710	\$38,465	\$39,234	\$188,626
\$18,320	\$18,686	\$19,060	\$19,441	\$19,830	\$95,338
\$178,580	\$182,151	\$185,794	\$189,510	\$193,300	\$929,336
\$20,000	\$20,400	\$20,808	\$21,224	\$21,649	\$104,081
\$11,374	\$11,602	\$11,834	\$12,070	\$12,312	\$59,192
\$2,044,775	\$2,101,544	\$2,159,924	\$2,219,963	\$2,281,707	\$10,807,914

\$270,614	\$278,733	\$287,095	\$295,707	\$304,579	\$1,436,727
\$251,610	\$259,158	\$266,933	\$274,941	\$283,189	\$1,335,832
\$5,642	\$5,755	\$5,870	\$5,987	\$6,107	\$29,362
\$527,866	\$543,646	\$559,898	\$576,636	\$593,875	\$2,801,921

\$2,572,642	\$2,645,190	\$2,719,822	\$2,796,599	\$2,875,582	\$13,609,834
5.04%	2.82%	2.82%	2.82%	2.82%	

\$84,128	\$86,501	\$88,941	\$91,452	\$94,035	\$445,057
\$195,419	\$200,929	\$206,598	\$212,430	\$218,430	\$1,033,806
\$394,915	\$410,092	\$425,583	\$441,392	\$457,522	\$2,129,506
\$1,898,179	\$1,947,668	\$1,998,699	\$2,051,324	\$2,105,595	\$10,001,465
\$2,572,642	\$2,645,190	\$2,719,822	\$2,796,599	\$2,875,582	\$13,609,834

TRIMET AND CITY OF PORTLAND
EXHIBIT B FOR FY24-25 THROUGH FY28-29
ENHANCED IN-KIND SERVICES PERFORMED BY THE CITY OF PORTLAND AND TRIMET
5/22/2024

SERVICE	BASIS 23-24	ESTIMATED COST 24-25	ESTIMATED COST 25-26	ESTIMATED COST 26-27	ESTIMATED COST 27-28	ESTIMATED COST 28-29	SERVICE LEVEL DESCRIPTION
TRANSIT MALL							
Hose Flushing *	\$419,917	\$551,200	\$567,736	\$584,768	\$602,311	\$620,380	Two nights per week
Street Flushing and Sweeping *	\$138,868	\$270,400	\$278,512	\$286,867	\$295,473	\$304,338	Five nights per week
Patching	\$14,270	\$15,398	\$15,860	\$16,336	\$16,826	\$17,331	As required within 7 calendar days notice
Traffic Signals	\$32,108	\$37,500	\$38,250	\$39,015	\$39,795	\$40,591	Concierge Service: computer hardware & software & signal equipment (updates/maint.)
Street Lights	\$22,033	N/A	N/A	N/A	N/A	N/A	
Street Light Power	\$13,228	N/A	N/A	N/A	N/A	N/A	
Planter Pots	\$187,034	\$170,000	\$173,400	\$176,868	\$180,405	\$184,013	Two seasonal plantings, watering & plant maintenance/replacement.
Service Trash Receptacles	\$0	\$380,556	\$399,584	\$419,563	\$440,541	\$462,568	Provide for emptying trash receptacles through garbage hauler contracts
MORR/YAM/1ST AVE.							
Hose Flushing	\$262,447	\$332,800	\$342,784	\$353,068	\$363,660	\$374,569	Two nights per week.
Street Flusing and Sweeping	\$64,743	\$135,200	\$139,256	\$143,434	\$147,737	\$152,169	Five nights per week
Service Trash Receptacles	\$0	\$120,410	\$126,431	\$132,752	\$139,390	\$146,359	Provide for emptying trash receptacles through garbage hauler contracts
City ENHANCED Services	\$1,154,648	\$2,013,464	\$2,081,812	\$2,152,670	\$2,226,138	\$2,302,319	Estimated yearly in-kind costs for Transit Mall and Loop
Less City BASELINE Services	\$0	-\$902,982	-\$935,081	-\$968,394	-\$1,002,969	-\$1,038,857	Baseline maintenance costs that would be incurred without Transit Mall (values in green reduced 50%)
TOTAL CITY IN-KIND SERVICES		\$1,110,482	\$1,147,044	\$1,184,901	\$1,224,104	\$1,264,704	

* These service levels are subject to staffing levels and the availability of funding as annually appropriated by the City Council which may vary from year to year.

SERVICE	BASIS 23-24	ESTIMATED COST 24-25	ESTIMATED COST 25-26	ESTIMATED COST 26-27	ESTIMATED COST 27-28	ESTIMATED COST 28-29	SERVICE LEVEL DESCRIPTION
TRANSIT MALL							
MAX & Bus Shelter Glass Repairs	\$0	\$100,000	\$103,000	\$106,090	\$109,273	\$112,551	As needed.
Transit Signage Repairs	\$0	\$25,000	\$25,750	\$26,523	\$27,318	\$28,138	As needed. Signs, display cases, and graphics.
Platform Amenities & Repairs	\$0	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883	As needed. Telephones; bike racks; leaning rails.
Transit Signals	\$0	\$10,000	\$10,300	\$10,609	\$10,927	\$11,255	Computer hardware & software & signal equipment (updates/maint.)
MORR/YAM/1ST AVE.							
Transit Signage Repairs	\$0	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883	As needed. Signs, display cases, and graphics.
Platform Amenities & Repairs	\$0	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628	As needed. Benches, leaning rails.
Transit Signals	\$0	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628	Computer hardware & software & signal equipment (updates/maint.)
TriMet ENHANCED Services	\$0	\$175,000	\$180,250	\$185,658	\$191,227	\$196,964	Estimated yearly in-kind costs for Transit Mall and Loop
Less TriMet BASELINE Services	\$0	-\$100,000	-\$103,000	-\$106,090	-\$109,273	-\$112,551	Baseline maintenance costs that would be incurred without Transit Mall (values in blue removed)
TOTAL TriMet IN-KIND SERVICES		\$75,000	\$77,250	\$79,568	\$81,955	\$84,413	

TRIMET AND CITY OF PORTLAND
EXHIBIT C FOR FY24-25 THROUGH FY28-29
MAJOR MAINTENANCE ACCOUNT CONTRIBUTIONS
SERVICES PROVIDED ON TRANSIT MALL ONLY
5/22/2024

SERVICE	BASIS 23-24	ESTIMATED COST 24-25	ESTIMATED COST 25-26	ESTIMATED COST 26-27	ESTIMATED COST 27-28	ESTIMATED COST 28-29	SERVICE LEVEL DESCRIPTION
CONTRIBUTIONS BY PBOT							
Resurfacing	\$303,270	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	Every 15 years. Includes 10% contingency.
Intersection Pavers & Granit Curbs	\$225,827	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	Semi-annual inspection with annual touchup. Clean, resand and reseal every three years.
Street Light Poles	\$3,355	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	Full repaint every 15 years
Traffic Signal Poles	\$6,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	Full repaint every 15 years.
Granite Cuirb Maintenance	\$10,300	\$0	\$0	\$0	\$0	\$0	Five Year Cycle to refurbish. Deleted and added above.
Benches	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	Full repaint every ten years.
Newsrack Capital	\$0	\$0	\$0	\$0	\$0	\$0	Removed in 2024
SUBTOTAL - PBOT	\$549,852	\$495,100	\$495,100	\$495,100	\$495,100	\$495,100	
CONTRIBUTIONS BY TRIMET							
OCS Poles	\$27,318	\$27,318	\$27,318	\$27,318	\$27,318	\$27,318	Full repaint every 15 years.
SUBTOTAL - TRIMET	\$27,318	\$27,318	\$27,318	\$27,318	\$27,318	\$27,318	
TOTAL TRUST ACCOUNT CONTRIBUTIONS	\$577,170	\$522,418	\$522,418	\$522,418	\$522,418	\$522,418	

**TRIMET AND CITY OF PORTLAND
EXHIBIT D FOR FY 24-25 THROUGH FY 28-29
CONTRIBUTIONS OF THE PARTIES
5/22/2024**

SUMMARY OF ENHANCED SERVICE REQUIREMENTS

REQUIREMENTS		23-24 BASIS	24-25	25-26	26-27	27-28	28-29	TOTALS FYs24-29
a	ENHANCED SERVICES BY CITY AND TRIMET - EXHIBIT A	\$2,449,274	\$2,572,642	\$2,645,190	\$2,719,822	\$2,796,599	\$2,875,582	\$13,609,834
b	ENHANCED SERVICES BY CITY - EXHIBIT B	\$1,154,648	\$1,110,482	\$1,147,044	\$1,184,901	\$1,224,104	\$1,264,704	\$5,931,235
c	ENHANCED SERVICES BY TRIMET - EXHIBIT B	\$0	\$75,000	\$77,250	\$79,568	\$81,955	\$84,413	\$398,185
d	TRUST ACCOUNT CONTRIBUTIONS BY CITY - EXHIBIT C	\$549,852	\$495,100	\$495,100	\$495,100	\$495,100	\$495,100	\$2,475,500
e	TRUST ACCOUNT CONTRIBUTIONS BY TRIMET - EXHIBIT C	\$27,318	\$27,318	\$27,318	\$27,318	\$27,318	\$27,318	\$136,590
f	TOTAL ENHANCED SERVICE REQUIREMENTS	\$4,181,092	\$4,280,542	\$4,391,902	\$4,506,709	\$4,625,075	\$4,747,117	\$22,551,344
g	LESS THIRD PARTY CASH CONTRIBUTIONS	(\$271,405)	(\$279,547)	(\$287,430)	(\$295,540)	(\$303,882)	(\$312,465)	(\$1,478,863)
h	NET REQUIREMENTS TO BE FUNDED BY CITY AND TRIMET	\$3,909,687	\$4,000,995	\$4,104,472	\$4,211,169	\$4,321,193	\$4,434,653	\$21,072,481
j	Total City Contribution (50%) **		\$2,000,497	\$2,052,236	\$2,105,584	\$2,160,596	\$2,217,326	\$10,536,241
k	Total TriMet Contribution (50%)		\$2,000,497	\$2,052,236	\$2,105,584	\$2,160,596	\$2,217,326	\$10,536,241

PAYMENT DUE TRIMET FROM CITY UNDER THIS AGREEMENT

b	COSTS BORNE BY CITY - EXHIBIT B	\$1,154,648	\$1,110,482	\$1,147,044	\$1,184,901	\$1,224,104	\$1,264,704	\$5,931,235
d	COSTS BORNE BY CITY - EXHIBIT C	\$549,852	\$495,100	\$495,100	\$495,100	\$495,100	\$495,100	\$2,475,500
j-b-d	CASH PAYMENT FROM CITY to TRIMET UNDER THIS AGREEMENT	\$771,849	\$394,915	\$410,092	\$425,583	\$441,392	\$457,522	\$2,129,506
j	TOTAL CITY CONTRIBUTION	\$2,476,349	\$2,000,497	\$2,052,236	\$2,105,584	\$2,160,596	\$2,217,326	\$10,536,241

SUMMARY OF TRIMET CONTRIBUTIONS

c	LESS COSTS BORNE BY TRIMET - EXHIBIT B	\$0	\$75,000	\$77,250	\$79,568	\$81,955	\$84,413	\$398,185
e	LESS COSTS BORNE BY TRIMET - EXHIBIT C	\$27,318	\$27,318	\$27,318	\$27,318	\$27,318	\$27,318	\$136,590
k-c-e	CASH PAYMENT DUE FROM TRIMET UNDER THIS AGREEMENT	\$1,406,020	\$1,898,179	\$1,947,668	\$1,998,699	\$2,051,324	\$2,105,595	\$10,001,465
k	TOTAL TRIMET CONTRIBUTION	\$1,433,338	\$2,000,497	\$2,052,236	\$2,105,584	\$2,160,596	\$2,217,326	\$10,536,241
Total Cash Due PMMI (TriMet + City)		\$2,177,869	\$2,293,095	\$2,357,760 2.8%	\$2,424,282 2.8%	\$2,492,716 2.8%	\$2,563,117 2.8%	\$12,130,971

SUMMARY OF CONTRIBUTIONS BY THIRD PARTIES

Portland Metro Chamber Cash Contributions		\$81,687	\$84,128	\$86,501	\$88,941	\$91,452	\$94,035	\$445,057
PSU Cash Contributions		\$189,727	\$195,419	\$200,929	\$206,598	\$212,430	\$218,430	\$1,033,806
TOTAL NON-BUDGETED CONTRIBUTIONS		\$271,414	\$279,547	\$287,430	\$295,539	\$303,882	\$312,465	\$1,478,863
a	Total Cash Due PMMI (TriMet + City + 3rd Party)	\$2,449,283	\$2,572,642	\$2,645,190	\$2,719,821	\$2,796,599	\$2,875,582	\$13,609,834

** In prior versions of the Exhibits to the Agreement, the Parties were in agreement that the City would be responsible for approximately 66% of maintenance and TriMet would be responsible for approximately 33% of maintenance. To reflect actual maintenance requirements over the past 15 years, the share will be adjusted to 50/50 going forward.