

**AMENDMENT NO. 1 TO
INTERGOVERNMENTAL AGREEMENT
Columbia River Highway Congestion & Transportation Safety Improvement Study**

1. This is Amendment No.1 to ODOT Agreement No. 31944 dated December 21, 2017 ("Agreement") between the State of Oregon ("State"), acting by and through the Oregon Department of Transportation ("State or ODOT") and Multnomah County, acting by and through its elected officials ("County").

It has now been determined by State and County that the Agreement referenced above shall be amended to update language and correct the absence of legal sufficiency approval.

2. This Amendment is effective as of December 21, 2017("Amendment Effective Date").
3. The Amendment is hereby amended as follows:
 - A. "Recitals," Paragraph 5 is deleted in its entirety and replaced with the following:
 5. In 2016, County applied for and was awarded a TGM Grant in the amount of \$75,000, which it intends to contribute toward funding the Project described herein.
 - B. "Definitions" Work Product is amended to read as follows:
 16. "Work Product" means every invention, discovery, work or authorship, trade secret or other tangible or intangible item made, conceived, discovered, or reduced to practice in the course of or arising out of the Project, and all intellectual property rights therein.
 - C. "Terms of Agreement," Paragraph 3 is deleted in its entirety and marked as "Reserved."
 - D. Terms of Agreement," Paragraph 6 is revised to read as follows:
 6. All Work Product, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of the State.. State grants to County a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public. County shall ensure that any Work Products produced pursuant to this Agreement include the following statement: *"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development.* The contents of this document do not necessarily reflect views or policies of the State of Oregon."
 - E. "County Obligations," Paragraph 1 deleted in its entirety and replaced with the following:
 1. In addition to contributing the funds from its 2016 TGM Grant Award held on account by ODOT, County shall be responsible to provide to the Project a contribution equal to the sum that is the greater of \$10,227 or 12 percent of the \$75,000.00 TGM Grant awarded to it in 2016. County may meets its contribution obligation by providing in-kind staffing of services for the Project. Upon receipt of a request from State, County shall provide documentation that demonstrates the value of the in-kind staff time contributed to the Project.
 - F. Insert new "County Obligations," Paragraph 13 to read as follows:
 13. County agrees that the funds in the amount of \$75,000.00 from the TGM Grant that it was awarded pursuant to the Application it submitted on June 10, 2016, have been held on account

within the funds of ODOT and that ODOT is authorized to expend its grant funds for any permitted expense of the Project, including, without limitation, payment to the Consultant.

G. "State Obligations", Paragraph 4 is deleted in its entirety and marked as "Reserved."

4. Counterparts. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
5. Original Agreement. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. County certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program, (Key #19941) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

Signature Page to Follow

MULTNOMAH COUNTY, by and through its
elected officials

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL (*If required in
County's process*)


By _____
County's Counsel

Date _____

County Contact:

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STATE OF OREGON, by and through
its Department of Transportation

By 
Transportation Development Division
Administrator

Date 7/30/18

APPROVAL RECOMMENDED

By 
Region 1 Planning Manager

Date 8/1/18

**APPROVED AS TO LEGAL SUFFICIENCY
PURSUANT TO ORS 291.047 AND OAR
137-045-0030**

By: Mark A. Williams, Attorney in Charge,
Business Transactions Section by e-mail
dated July 12th, 2018

State Contact:

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