

**AMENDMENT NO. 1
LOCAL AGENCY AGREEMENT
American Recovery and Reinvestment Act of 2009
1R-Paving
Multnomah County Streets Overlay**

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **Multnomah County**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into Local Agency Agreement No. 26312 on February 16, 2010. Said Agreement covers the paving of streets and roads in Multnomah County and the City of Gresham.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to add more ARRA funds. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

RECITALS, Paragraph 5, Page 1, which reads:

5. This Project is a contingency ARRA project to be performed by Agency. Said contingency project, is made possible through cost savings from Multnomah County's Halsey Street and Stark Street Sidewalk ARRA project, Agreement No. 25499 (\$580,000) and City of Gresham 242nd/Hogan Rd: Glisan St-Stark St Widening ARRA project, Agreement No. 25496 (\$630,000). No new ARRA funds are being applied toward the Multnomah County Streets Overlay Project or the City of Gresham Projects.

Shall be deleted in its entirety and replaced with the following:

5. This Project is a contingency ARRA project to be performed by Agency. Said contingency project, is made possible through cost savings from Multnomah County's Halsey Street and Stark Street Sidewalk ARRA project, Agreement No. 25499, City of Gresham 242nd/Hogan Rd: Glisan St-Stark St Widening ARRA project, Agreement No. 25496, Cornelius Pass Road: US30 – MP 5.0 Signal and Guardrail, Agreement No. 25520, SE 282nd Avenue @ SE Stone Road Intersection, Agreement No. 22216 and Halsey St. and Stark St. Sidewalks (Multnomah Co.), Agreement No. 25499. No new ARRA funds are being applied toward the Multnomah County Streets Overlay Project.

TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:

2. The Project shall be conducted as a part of the ARRA Program under Title 23, United States Code. The total Project cost is estimated at \$1,881,000, which is subject to change. ARRA Program funds for this Project shall be limited to \$1,210,000. The Project will be financed with ARRA funds at 100 percent of the maximum allowable federal participating amount. Agency will not be required to provide a match for the ARRA funds but will be responsible for any non-participating costs, including all costs in

Agency/State
Agreement No. 26312-01

excess of the available federal funds. No ARRA funded invoices will be accepted and no ARRA funded payments will be made after September 30, 2015.

Shall be deleted in its entirety and replaced with the following:

2. The Project shall be conducted as a part of the ARRA Program under Title 23, United States Code. The total Project cost is estimated at \$1,978,500, which is subject to change. ARRA Program funds for this Project shall be limited to \$1,226,903. Any additional or reallocated ARRA funds available that are sub-allocated to Agency must be approved by the Oregon Transportation Commission and included in the Statewide Transportation Improvement Plan (STIP). The Project will be financed with ARRA funds at 100 percent of the maximum allowable federal participating amount. Agency will not be required to provide a match for the ARRA funds but will be responsible for any non-participating costs, including all costs in excess of the available federal funds. No ARRA funded invoices will be accepted and no ARRA funded payments will be made after September 30, 2015.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

This Project is amended into the 2008-2011 Statewide Transportation Improvement Program, Key No. 16943 that was approved by the Oregon Transportation Commission on November 14, 2007 or will subsequently be approved by amendment to the STIP.

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 26312-01

MULTNOMAH COUNTY, by and through
its elected officials

By _____
Jeff Cogen, Chair, Multnomah
County Board of Commissioners

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By /s/ Matthew O. Ryan
Assistant County Attorney

Date _____

Agency Contact:

Brian S. Vincent, PE, County Engineer
1620 SE 190th Avenue
Portland, OR 97233
(503) 988-5050 ext. 29642
brian.s.vincent@co.multnomah.or.us

State Contact:

Tom Weatherford, ODOT Region 1
123 NW Flanders Street
Portland, OR 97209
(503) 731-8238
thomas.l.weatherford@odot.state.or.us

Multnomah County No. 0910093

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

By _____
Local Government Section Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____