

AMENDMENT NO. 1
LOCAL AGENCY AGREEMENT
Enhancement & CMAQ Program Project
Morrison Bridge Ped/Bike Access Project

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.18,641 on May 9, 2001. Said agreement covers the design of a permanent multi-use bicycle and pedestrian facility on the Morrison Bridge, hereinafter referred to as "Project".

It has now been determined by State and Agency that the agreement referenced above, although remaining in full force and effect, shall be amended by this agreement to provide additional funding for the construction of the Project. Therefore the above mentioned agreement shall be amended as follows:

Page No. 1, Paragraph 3, which reads:

"3. The project shall be conducted as a part of the Enhancement Program, under Title 23, United States Code, and the Oregon Action Plan. **This agreement is for preliminary engineering (PE) only.** The total cost for PE is estimated at \$250,000. The federal funds are limited to \$100,000. The project will be financed at the maximum allowable federal participating amount, with Agency responsible for the match for the federal funds and any portion of the project not covered by federal funding. The project estimate is subject to change."

Shall be amended to read:

"3. The scope of the Project shall be amended to include the construction of the improvements in addition to the design work. A portion of the project shall be conducted as a part of the Transportation Enhancement Program, under Title 23, United States Code. The total Project cost is estimated at \$1,750,000. The federal Transportation Enhancement funds are limited to \$100,000 for the PE.

A portion of the project shall be conducted as a part of the Congestion Mitigation and Air Quality (CMAQ) Program under Title 23, United States Code. The federal CMAQ funds are limited to \$1,305,000 and are for the construction.

The project will be financed at the maximum allowable federal participating amount, with Agency responsible for the match for the federal Enhancement and CMAQ funds and any portion of the project not covered by federal funding. The project estimate is subject to change.”

Page No. 2, Paragraph 4, which reads:

“4. The term of this agreement shall begin on the date all required signatures are obtained and shall terminate on completion of the work or three calendar years following the date of final execution of this agreement by both parties.”

Shall be amended to read:

“4. The term of this agreement shall begin on the date all required signatures are obtained and shall terminate on completion of the Project and final payment or ten calendar years following the date all required signatures are obtained, whichever is sooner.”

Page No. 2, Paragraph 7, which reads:

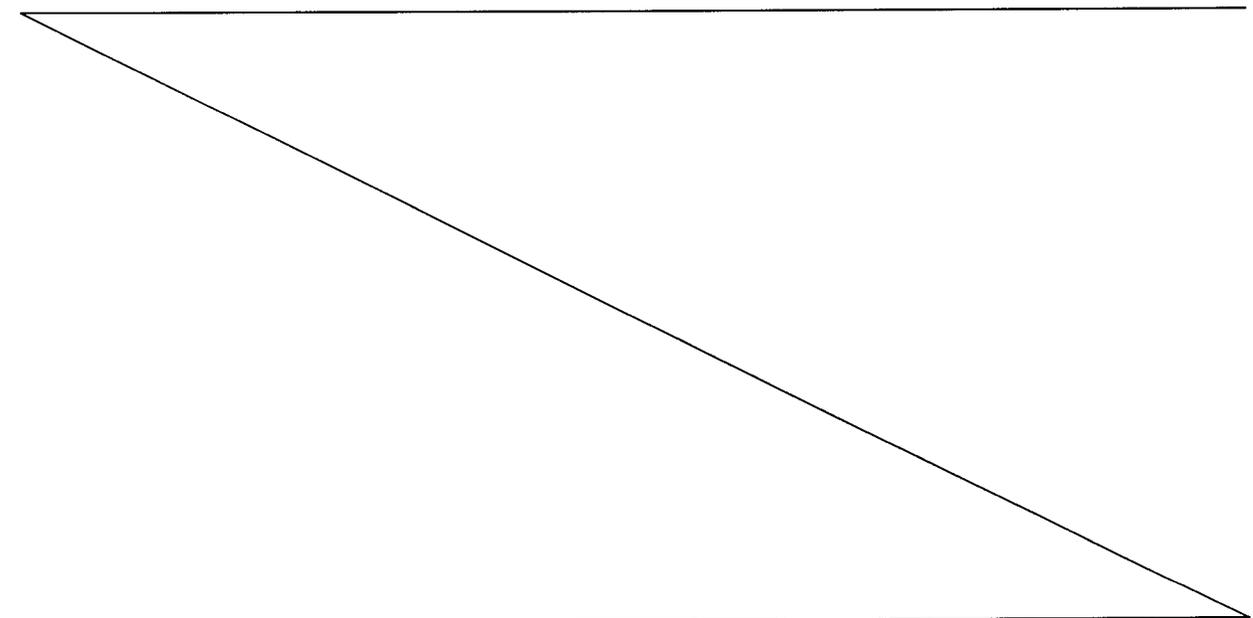
“7. Agency, as a recipient of grant funds, pursuant to this agreement with the State, shall assume sole liability for Agency’s breach of the conditions of the grant, and shall, upon Agency’s breach of grant conditions that requires the State to return funds to FHWA, the grantor, hold harmless and indemnify the State for an amount equal to the funds received under this agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this agreement.”

Shall be amended to read:

“7. Agency, as a recipient of federal funds, pursuant to this agreement with the State, shall assume sole liability for Agency’s breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency’s breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this agreement.”

Paragraph No. 9 shall be added to the Special Provisions:

9. Agency shall, upon completion of the Project, submit an annual (Federal FY) progress report to State on or before November 15th. The progress report as shown in Attachment 3, attached hereto and by this reference made a part hereof, should be sent to the Region #1 Manager (*123 NW Flanders Portland, Oregon 97209*) with copies to Region Planning (*same address*), Transit Division (555 13th Street, Salem, OR 97301) and Environmental Services (1158 Chemeketa St. N.E., Salem, OR 97301) in order to fulfill State's requirement to report the progress and benefits of the CMAQ program to FHWA and to the Oregon Transportation Commission. The progress report shall survive any termination of this agreement.



IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their seals as of the day and year hereinafter written.

This Project is in the 2002-2005 Statewide Transportation Improvement Program, Page 20, Key #11421, that was approved by the Oregon Transportation Commission on February 13, 2002.

The federal funding for this Project is contingent upon approval by the FHWA. Any work performed prior to acceptance by FHWA will be considered nonparticipating and paid for at Agency expense.

M C & A No. 18,641
MULTNOMAH COUNTY

The Oregon Transportation Commission on February 13, 2002, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On September 6, 2002, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates authority to the Executive Deputy Director for Highways, to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

APPROVAL RECOMMENDED

By _____
Tech Serv Mgr/Chief Engineer

Date _____

By _____
Region 1 Manager

Date _____

APPROVED AS TO
LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Executive Deputy Director for Highways

Date _____

MULTNOMAH COUNTY, By and through its
designated officials

By _____

Date _____

REVIEWED BY:

By _____
Agency Counsel

Date _____

ATTACHMENT No. 3

Please fill out and submit the following Progress Report as directed in Attachment No. 1 (Special Provisions). Submit a separate report for each Congestion Management / Air Quality (CMAQ) funded Project.

Please Note: If your Project is a Park & Ride, complete the entire report. Otherwise, complete items 1, 2 and any other applicable items.

Project Name: _____
(as submitted on original prospectus)

Agreement No.: _____ Project Year: _____

Progress Report

1. Annual Vehicle Miles Traveled (VMT) reduction: _____

2. Actual daily emission reduction of:

NO_x _____ (kg/day) CO _____ (kg/day)
VOC _____ (kg/day) PM-10 _____ (kg/day)

3. Average daily Single Occupancy Vehicles (SOV) eliminated from peak traffic.
Show split between Park & Ride vs. Park & Pool.

Park & Ride _____ Park & Pool _____

4. Average daily occupancy rate of Park & Rides vs. number of spaces in lot.

Spaces occupied _____ Spaces in lot _____

5. Percentage of filled spaces - Park & Ride vs. Park & Pool.

Park & Ride _____ % Park & Pool _____ %

Submitting Agency: _____

Prepared by: _____

Title: _____ Phone: _____

Date: _____