

AMENDMENT NO. 1

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as ODOT, and the Multnomah County, acting by and through its County Board of Commissioners hereinafter referred to as Agency, entered into an Agreement on January 10, 2005. Said Agreement covers right of way services.

It has now been determined by ODOT and Agency that the Agreement referenced above, although remaining in full force and effect, shall be amended to add funds and update language.

Paragraph 1 of Recitals, Page 1, which reads:

1. By the authority granted in ORS 190.110, 283.110, 366.770 and 366.775, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.

Shall be deleted in its entirety and amended to read:

1. By the authority granted in ORS 190.110, 283.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

Paragraph 1 of Terms of Agreement, Page 1, which reads:

1. Under such authority, Agency wishes to retain the services of ODOT to perform the project identified in Recital 2 and shown in Special Provisions Exhibit A, attached hereto and by this reference made a part hereof. Under no conditions shall Agency's obligations for said services exceed a maximum of \$335,000, including all property acquisition costs, relocation benefits to property owners, and authorized expenses, unless agreed upon by both parties.

Shall be deleted in its entirety and amended to read:

1. Under such authority, Agency wishes to retain the services of ODOT to perform the project identified in Recital 2 and shown in Special Provisions Exhibit A, attached hereto and by this reference made a part hereof. Under no conditions shall Agency's obligations for said services exceed a maximum of \$400,000, including all property acquisition costs, relocation benefits to property owners, and authorized expenses, unless agreed upon by both parties.

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Paragraph 2 of Terms of Agreement, Page 1, which reads:

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than July 30, 2006, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

Shall be deleted in its entirety and amended to read:

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than July 30, 2007, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

Paragraph 3 of ODOT Obligations, Page 1, which reads:

3. ODOT agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which hereby are incorporated by reference. Without limiting the generality of the foregoing, ODOT expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Shall be deleted in its entirety.

Paragraph 5 of ODOT Obligations, Page 2, which reads:

5. ODOT, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

Shall be deleted in its entirety.

Paragraphs 5 and 6 shall be added to General Provisions, and shall read as follows:

5. Both parties agree to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 , which hereby are incorporated by reference. Without limiting the generality of the foregoing, both parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws;

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and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6. All employers, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Both parties shall ensure that each of its subcontractors complies with these requirements.

Paragraph 1 of Payment for Services and Expenditures, Page 2, which reads:

1. In consideration for the services performed by ODOT, Agency agrees to pay or reimburse ODOT a maximum amount of \$335,000. Said maximum amount shall include reimbursement for all property acquisition costs, relocation benefits to property owners, and authorized expenses, including travel expenses. Travel expenses shall be reimbursed to ODOT in accordance with the current State Department of Administrative Services' rates. Any expenditures beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both parties.

Shall be deleted in its entirety and amended to read:

1. In consideration for the services performed by ODOT, Agency agrees to pay or reimburse ODOT a maximum amount of \$400,000. Said maximum amount shall include reimbursement for all property acquisition costs, relocation benefits to property owners, and authorized expenses, including travel expenses. Travel expenses shall be reimbursed to ODOT in accordance with the current State Department of Administrative Services' rates. Any expenditures beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both parties.

Paragraph 3 of Payment for Services and Expenditures, Page 2, which reads:

3. State shall upon execution of this Agreement, forward to Agency either: 1) a request to sign an irrevocable limited power of attorney to access the Local Government Investment Pool account of the agency, or 2) a letter of request for an advance deposit. Agency shall make any advance deposit to the Department of Transportation's Financial Services Branch, in an amount equal to the estimate of costs to be incurred by State for the project. The preliminary estimate of costs is \$335,000. Additional deposits, if any, shall be made as needed upon request from State and as approved by Agency. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete project.

Shall be deleted in its entirety and amended to read:

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3. State shall upon execution of this Agreement, forward to Agency either: 1) a request to sign an irrevocable limited power of attorney to access the Local Government Investment Pool account of the agency, or 2) a letter of request for an advance deposit. Agency shall make any advance deposit to the Department of Transportation's Financial Services Branch, in an amount equal to the estimate of costs to be incurred by State for the project. The preliminary estimate of costs is \$400,000. Additional deposits, if any, shall be made as needed upon request from State and as approved by Agency. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete project.

Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained 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.

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

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 3, which authorizes the Director and Deputy Director, Highways to approve and execute all agreements pertaining to (9) real property transactions and (10) abandoning or vacating ODOT-owned right of way and transferring ODOT's interest in such right of way, when the property is not required for future ODOT use.

On July 7, 2005, the Director and Deputy Director, Highways approved Subdelegation Order No. 4, in which the Director and Deputy Director, Highways delegates authority to the Technical Services Manager/Chief Engineer to approve and execute all agreements pertaining to real property transactions.

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Pursuant to a Letter of Authority dated February 22, 2002, the Technical Services Manager/Chief Engineer authorized the Right of Way Manager to approve and execute with other governmental jurisdictions to employ Right of Way Section Staff.

Multnomah County, by and through its elected officials

By _____
Diane Linn, Chair
Board of County Commissioners

Date _____

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan
Assistant County Attorney

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Deolinda G. Jones

Date _____

APPROVAL RECOMMENDED

By _____
Paul A. DePalma
Region 1 Tech Center Manager

Date _____

APPROVED AS TO LEGAL
SUFFICIENCY

By _____
Assistant Attorney General

Date: _____