

AMENDMENT NUMBER 01
LOCAL AGENCY CERTIFICATION PROGRAM
SUPPLEMENTAL PROJECT AGREEMENT
Morrison Street: Willamette River (Morrison) BR

This is Amendment No. 01 to the Agreement between 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." The Parties entered into agreement 32368 on May 10, 2018.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to correct the amount of federal funding for the Project.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

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

The total Project cost is estimated at \$26,586,000 ("Total Project Cost"), which is subject to change. Federal funds for this Project shall be limited to \$19,880,008. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of the federal or state funds. Any unused federal or state funds will be retained by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project as stated above, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the State Local Agency Liaison.

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

The total Project cost is estimated at \$21,345,000 ("Total Project Cost"), which is subject to change. Federal funds for this Project shall be limited to \$19,153,264. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of the federal or state funds. Any unused federal or state funds will be retained by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project as stated above, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the State Local Agency Liaison.

3. **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.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency 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 2018-2021 Statewide Transportation Improvement Program, (Key #20382) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

MULTNOMAH COUNTY, by and
through its elected officials

By _____

Date _____

By _____

Date _____

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

By _____
Agency Counsel

Date _____

Agency Contact:

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STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Certification Program Manager

Date _____

By _____
Region 1 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: _____