

AMENDMENT NO. 2

**Metro Intergovernmental Agreement No. 927475
City of Portland Agreement No. 52731**

Portland Streetcar Corridor Study

This Amendment No. 2 (this "Amendment"), effective the ____ day of April, 2008, hereby further amends the above titled Intergovernmental Agreement ("Agreement") that was effective July 1, 2006 and amended September 11, 2007, between **Metro**, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter (hereinafter referred to as "Metro"), and the **City of Portland**, a municipal corporation of the State of Oregon (hereinafter referred to as "City" or "the City").

This Amendment is a change order to the Agreement as follows:

1. Under **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE CITY:**

Paragraph 16 shall be amended to read as follows:

16. The City shall provide the match required to cover Metro's portion of the Corridor Study, in an amount not to exceed EIGHTY-FIVE THOUSAND, FIVE HUNDRED TWO DOLLARS (\$85,502), subject to the conditions set forth in Paragraph 6 under METRO COVENANTS.

2. Under **METRO COVENANTS:**

Paragraph 6 shall be amended to read:

6. Upon execution of this Amendment, Metro shall provide cost reports and progress reports for reimbursement of local match from the City. The invoices shall display 100 percent of the total project costs incurred during the period of the invoice(s) and the match required. Invoices shall also display a categorical breakdown of personnel costs (salary and benefits), other direct charges, and indirect costs appropriate to the Project. Metro shall also provide an invoice for the partial reimbursement for the additional services Metro provided for the completion of the Eastside Alternatives Analysis. The City shall make payment within thirty (30) days of receipt of the invoice(s).

Metro shall be responsible for any costs associated with Metro's portion of the Corridor Study that exceed the \$85,502 in match provided by the City under this Agreement.

3. **Exhibit A1, Portland Streetcar Corridor Planning Intergovernmental Agreement (IGA) Project Budget**, shall be amended to read as set forth in the attached Exhibit A1.

All other terms and conditions of the original Agreement, as amended, remain in full force and effect, except as modified herein.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment No 2.

City of Portland

METRO

By: _____
Sam Adams
Commissioner of Public Utilities

By: _____
Darin Matthews
Procurement Manager

By: _____
Gary Blackmer
City Auditor

APPROVED AS TO FORM:

By: _____
Mark Moline
Deputy City Attorney

By: _____
Metro Legal

**Exhibit A1
Portland Streetcar Corridor Planning
Intergovernmental Agreement (IGA) Project Budget**

SOURCES	FY 2006-07	FY 2007-08	TOTAL
FTA Funds allocated to City (Metro IGA 927469)	\$702,500	\$562,243	\$1,264,743
City Match @ 20%	\$175,625	\$140,561	\$316,186
Total FTA with Match allocated to City	\$878,125	\$702,804	\$1,580,929
FTA Funds allocated to Metro	\$152,025	\$189,982	\$342,007
City Match @ 20%	\$38,006	\$47,496	\$85,502
Total FTA with Match allocated to Metro	\$190,031	\$237,478	\$427,509
TOTAL SOURCES (FTA with Match)	\$1,068,156	\$940,281	\$2,008,438

USES OF FUNDS	FY 2006-07	FY 2007-08	TOTAL
1.0 IGA Program Administration	\$66,144	\$42,000	\$108,144
2.0 Project Development Application	\$150,000	\$30,000	\$180,000
3.0 Project Management and Financial Planning Services	\$100,000	\$231,579	\$331,579
4.0 Design and Civil Engineering Services	\$510,000	\$321,206	\$831,206
5.0 Development and Transportation Mgmt Planning	\$51,981	\$8,019	\$60,000
6.0 Economic Analysis	\$0	\$70,000	\$70,000
7.0 Metro Staff and Services	\$190,031	\$237,478	\$427,509
TOTAL USES	\$1,068,156	\$940,282	\$2,008,438