

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PORTLAND AND THE PORT OF PORTLAND
FIVE TRANSPORTATION DEVELOPMENT PROJECTS**

RECITALS

A. The Port and the City are parties to that certain *Intergovernmental Agreement Between the City of Portland and the Port of Portland - Five Transportation Development Projects* ("Agreement"), dated October 13, 2006, effective December 1, 2006 (Port Agreement No. 2006-196), which describes obligations of the Port and the City related to the completion of five transportation development projects (collectively "Projects"). All capitalized terms used in this Amendment shall have the same meaning given such terms in the Agreement, unless specifically defined herein.

B. The Port and the City desire to amend the Agreement to add a project at N.E. 82nd Avenue and Columbia Boulevard to be constructed by the City on behalf of the Port and at no cost to the City. The project will receive Federal funds, and the City is certified in federal-aid project delivery by Oregon Department of Transportation for Advertising, Bid & Award and Construction Contract Administration, and is now pursuing certification in Consultant Selection and Design. These certifications will allow the City to retain more approval authority and control at the local level than the Port would have as a non-certified agency.

C. The Port and the City desire to amend the Agreement to combine two projects that are identified as independent projects in the Agreement. These projects have since been incorporated under a single state funding agreement, and will be constructed under a single contract. The consolidation of the two projects under a single state funding agreement resulted in an increase in the required Port matching fund level.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement, the parties agree as follows:

1. **Recital A, item (4) is deleted in its entirety and replaced with the following:**

"Intersection Improvements at Alderwood Road at Cornfoot Road and at N.E. 82nd Avenue, including at the former location: installation of a traffic signal and additional lanes on the north and west legs of the intersection: and, for the latter location: modification of an existing traffic signal and additional channelization ("Project 4")."

2. **Recital A, item (5) is deleted in its entirety and replaced with the following:**

"Intersection Improvements at N.E. 82nd Avenue and NE Columbia Boulevard, including design associated with future installation of a traffic signal and additional channelization ("Project 5")."

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3. Recital B table is deleted in its entirety and replaced with the following table:

Project	Estimated Cost	Federal (SAFETEA-LU)	State OTIA III	Federal MTIP	Port	Other anticipated funds
1	\$11,223,500	\$3,423,500	\$6,000,000	\$1,800,000		
2	\$597,000				\$597,000	
3	\$4,596,000		\$3,330,000		\$770,000	\$496,000
4	\$1,508,000		\$1,350,000		\$158,000	
5	\$400,000				\$400,000	

4. Agreement 2, item (c) is deleted in its entirety and replaced with the following:

"Work in good faith to adhere to applicable schedules, including without limitation, any schedules in the agreements entered into by the City under subsection (a) of this section, schedules applicable to Projects 2 and 4 agreed to by the Portland Development Commission and the Port in an agreement with Cascade Station made on April 26, 2006. "

5. Agreement 3, item (a)(3) is deleted in its entirety and replaced with the following:

"the Port is not obligated to reimburse the City for the cost of any work not described in Recital A of this Agreement."

6. **Miscellaneous Provisions**

Except as expressly provided herein, all of the terms and conditions of the Agreement shall remain in full force and effect. Except as the context clearly requires otherwise, all capitalized terms used in this Amendment shall have the meaning given such terms in the Agreement.

7. **Severability**

If any provision contained herein is held to be invalid or unenforceable, the remaining provisions, or the application of such provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision contained herein shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth above.

THE CITY OF PORTLAND

THE PORT OF PORTLAND

By: _____
Sam Adams, Commissioner of Public Utilities

By: Bill Wyatt
Bill Wyatt, Executive Director

Date: _____

As Its: EXECUTIVE DIRECTOR

~~APPROVED AS TO FORM~~
~~APPROVED AS TO FORM~~

Date: JUNE 6, 2008

By: [Signature]
CITY ATTORNEY

APPROVED FOR LEGAL SUFFICIENCY FOR THE PORT:

By: _____
Auditor

By: [Signature]
Counsel for Port of Portland