



Amendment

AMENDMENT NO. 3**CONTRACT NO. 928129**

This Amendment hereby amends the above titled Agreement between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and City of Portland, hereinafter referred to as "City."

Change description:

TERM OF AGREEMENT; PROJECT DESCRIPTION & COSTS

Paragraph 1 shall be revised to read as follows:

1. This Agreement is subject to a financial assistance Agreement between Metro and the Federal Transit Administration (FTA). The City shall comply with all applicable federal laws, regulations, executive orders, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (1) the terms and conditions applicable to a "recipient" set forth in the October 1, 2009 FTA Master Agreement [FTA MA 16] between Metro and the FTA; (2) 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; (3) 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments; and (4) FTA Circular 5010.1C.

Paragraph 2 shall be revised to read as follows:

The termination date of this Agreement is June 30, 2011

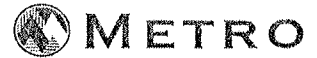
Paragraph 4 shall be revised to read as follows:

The maximum amount of FTA funds to be dispersed to the City shall not exceed **ONE HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED THIRTEEN AND NO/100THS DOLLARS (\$122,913.00)**.

REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE CITY

Paragraph 4 shall be revised to read as follows:

The City shall present cost reports, reimbursement requests, progress reports, and deliverables to Metro's Project Manager no less than once a quarter. The first quarter shall begin on July 1, 2010. The City shall not submit requests for payments that exceed **ONE HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED THIRTEEN AND NO/100 DOLLARS (\$122,913)** for the total project, unless otherwise authorized to do so by future amendments to this Agreement. Invoices shall display one hundred percent (100%) of the total project costs incurred during the period of the invoice, and identify any required matching amounts, if applicable. Invoices shall also display a categorical breakdown of costs, such as personnel costs (salary and benefits), other direct charges, and indirect costs that are appropriate for this project. Documentation for other direct (non-labor) charges must be received by Metro before payment will be made, and may include copies of receipts for expenditures or system-generated accounting reports documenting the actual expense. Timesheets may be periodically requested to document labor costs. The City shall follow 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments for determining the allowability of costs.



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Amendment

METRO COVENANTS

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

City of Portland

Metro

Signature

Date

Signature

Date

Name

Darin Matthews, CPPO, CPM

Name

Title

Procurement Officer

Title

BY: _____

APPROVED AS TO FORM

APPROVED AS TO BY
Linda Meng
CITY ATTORNEY