

AMENDMENT NUMBER 02
INTERGOVERNMENTAL AGREEMENT
Newport Transportation System Plan
City of Newport

This is Amendment Number 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and the **City of Newport**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on March 8, 2019, and Amendment Number 01, entered into on May 13, 2021.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase costs for 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.**

a. **Terms of Agreement, Paragraph 3, Page 1** is revised as follows (additions are shown in *italics and underlined*, deletions are shown in brackets as ~~strikethrough~~):

3. The Project will be financed at a total Project cost not to exceed \$579,452.06 [547,336.82] in local, state, and federal funds. The total cost of the Project is subject to change. Agency shall contribute \$306,278.29[289,649.36] to State for the Project. Agency's financial contribution for the Project shall not exceed that amount, except through an executed amendment to this Agreement. The remaining costs of the Project, \$273,173.77[257,687.46], is the responsibility of State. The Parties' combined financial commitment for the Project shall not exceed \$579,452.06[547,336.82], except through amendment to the WOC.

b. **Agency Obligations, Paragraphs 1 and 2, Page 2** are revised as follows (additions are shown in *italics and underlined*, deletions are shown in brackets as ~~strikethrough~~):

1. Agency agrees to contribute \$306,278.29[289,649.36] to State to assist in financing the Project. Agency's contribution of \$306,278.29[289,649.36] shall be provided to State in three[two] payments after receipt of State's written request for payment.

a. Agency's first payment of \$200,000 shall be submitted by June 20, 2019.

b. Agency's second payment of \$89,649.36 shall be submitted by November 15, 2021.

- c. Agency's third payment of \$16,628.93 shall be submitted by April 15, 2022.
 2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to provide Agency's contribution of \$306,278.29~~[289,649.36]~~ under this Agreement.
 - a. **State Obligations, Paragraph 1, Page 3** is revised as follows (additions are shown in italics and underlined, deletions are shown in brackets as ~~strikethrough~~):
 1. State shall, upon execution of this Agreement, prepare and forward to Agency a letter requesting Agency's \$306,278.29~~[289,649.36]~~ contribution for Project. The letter requesting Agency's contribution shall be sent to Agency's contact identified in this Agreement and shall include the following information.
 - a. Agency's first payment of \$200,000 shall be submitted by June 20, 2019.
 - b. Agency's second payment of \$89,649.36 shall be submitted by November 15, 2021.
 - c. Agency's third payment of \$16,628.93 shall be submitted by April 15, 2022.
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.

CITY OF NEWPORT, by and through its
elected officials

By _____
Mayor

Date 2-8-2022

APPROVAL RECOMMENDED

By _____

City Manager

Date 01-28-22

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

By _____

City Legal Counsel

Date 1/31/2022

Agency Contact:

Derrick Tokos
Community Development Director
City of Newport
169 SW Coast Highway
Newport, Oregon 97365
(541) 574-0626
D.Tokos@NewportOregon.gov

State Contact:

James Feldmann,
Senior Region Planner
ODOT Region 2, Area 4
3700 SW Philomath Boulevard
Corvallis, Oregon 97333
(541) 757-4197
James.feldmann@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____

Delivery and Operations Division
Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Region 2 Manager

Date _____

By _____

Region 2 Planning and Development
Manager

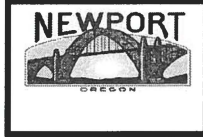
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____

Assistant Attorney General

Date _____



**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: ODOT IGA #32492 Amendment No. 2 Date: 2/1/22

Statement of Purpose: Council authorized amendment to an IGA related to the preparation of the Transportation System Plan Update.

Department Head Signature: *[Signature]*

Remarks, if any: _____

City Attorney Review and Signature: _____ Date: _____

Other Signatures as Requested by the City Attorney: _____

Signature _____ Name/Position _____
Date: _____

Budget Confirmed: Yes ☒ No ☐ N/A ☐

Certificate of Insurance Attached: Yes ☐ No ☐ N/A ☒

City Council Approval Needed: Yes ☒ No ☐ Date: 1/3/22

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: _____ Date: _____

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

