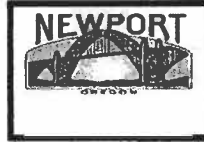


3465



**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: OEM DR-5195-2-R, Agreement Amendment #1

Date: 4/17/23

Statement of Purpose: Amendment to reflect one-year extension to 1/29/24

Department Head Signature: [Signature]

Remarks, if any: No cont time extension

City Attorney Review and Signature: [Signature] Date: 4/17/2023

Other Signatures as Requested by the City Attorney: \_\_\_\_\_

	Signature				Name/Position	
	Date: _____					
Budget Confirmed:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Certificate of Insurance Attached:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
City Council Approval Needed:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Date:	<u>4/17/2023</u>

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: [Signature] Date: 4/17/23

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: \_\_\_\_\_

## AGREEMENT AMENDMENT #1

This is Amendment #1 (the "Amendment") to the Grant Agreement dated April 30, 2020 (the "Agreement") between the State of Oregon, acting by and through the Oregon Department of Emergency Management ("OEM"), and the City of Newport ("Subrecipient"), both individually without distinction as a "Party" and collectively as the "Parties."

The Parties hereby amend the Agreement to reflect a one-year extension in the period of performance as follows:

Section 1 of the Agreement captioned "Effective Date" is amended as follows (new language indicated by **bold underline** and deleted language is *[italicized and bracketed]*):

"This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs (as defined in Section 6.a.) incurred beginning on March 25, 2020 and shall terminate upon completion and approval of the Project (as defined in Section 4) by federal and state officials, including the completion of close-out and audit (the "Project Completion Date"). This period shall be known as the Grant Award Period. The Project shall be completed no later than January 29, 202[3]4 (the "Expiration Date"), unless otherwise extended as provided in this Agreement. OEM's obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.."

This Amendment may be executed by the Parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect. Subrecipient certifies that the representations, warranties, and certifications contained in the original Agreement are true and correct as of the date of its signature below and with the same effect as though made at the time of this Amendment. This Amendment is effective on the date it is fully executed and approved as required by applicable law.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

City of Newport

STATE OF OREGON acting by and through its  
Oregon Department of Emergency Management

By:   
(signature of Printed Name below)

By: \_\_\_\_\_  
(signature of Printed Name below)

Spencer Nebel  
Printed Name

\_\_\_\_\_  
Stanton Thomas

City Manager  
Title

\_\_\_\_\_  
OEM Division Director, Mitigation and Recovery

4/20/23  
Date

\_\_\_\_\_  
Date

## Melanie Nelson

---

**From:** Spencer Nebel  
**Sent:** Saturday, April 08, 2023 10:21 AM  
**To:** Aaron Collett; Clare Paul  
**Cc:** Melanie Nelson; Erik Glover  
**Subject:** OEM Grant Agreement Amendment

Hi Aaron and Clare: This agreement need to go to the Council for authorization since the Council approved the original agreement. Intergovernmental Agreements between the City and other governments require Council Approval. Include the original agreement as an attachment to this agenda item. - Spencer

### **Spencer R. Nebel**

City Manager  
City of Newport, Oregon 97365  
541-574-0601  
[s.nebel@newportoregon.gov](mailto:s.nebel@newportoregon.gov)

## AGREEMENT AMENDMENT #1

This is Amendment #1 (the "Amendment") to the Grant Agreement dated April 30, 2020 (the "Agreement") between the State of Oregon, acting by and through the Oregon Department of Emergency Management ("OEM"), and the City of Newport ("Subrecipient"), both individually without distinction as a "Party" and collectively as the "Parties."

The Parties hereby amend the Agreement to reflect a one-year extension in the period of performance as follows:

Section 1 of the Agreement captioned "Effective Date" is amended as follows (new language indicated by **bold underline** and deleted language is *[italicized and bracketed]*):

"This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs (as defined in Section 6.a.) incurred beginning on March 25, 2020 and shall terminate upon completion and approval of the Project (as defined in Section 4) by federal and state officials, including the completion of close-out and audit (the "Project Completion Date"). This period shall be known as the Grant Award Period. The Project shall be completed no later than January 29, 202**3**~~4~~ (the "Expiration Date"), unless otherwise extended as provided in this Agreement. OEM's obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.."

This Amendment may be executed by the Parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect. Subrecipient certifies that the representations, warranties, and certifications contained in the original Agreement are true and correct as of the date of its signature below and with the same effect as though made at the time of this Amendment. This Amendment is effective on the date it is fully executed and approved as required by applicable law.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

City of Newport

By:   
(signature of Printed Name below)

Spencer Nebel  
Printed Name

City Manager  
Title

4/20/23  
Date

STATE OF OREGON acting by and through its  
Oregon Department of Emergency Management

By: Stanton Thomas  
(signature of Printed Name below)  
Digitally signed by Stanton Thomas  
Date: 2023.08.23 12:30:34 -07'00'

Stanton Thomas

OEM Division Director, Mitigation and Recovery

Date