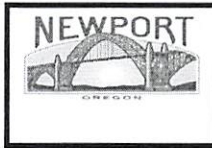


3619



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: SRTS AGREEMENT SRTS 23-12 Date: JAN 30, 2024
AMENDMENT NO. 1

Statement of Purpose: _____
EXTENDS PROJECT MILESTONES BY 12 MONTHS

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: SEE ATTACHED Date: _____

Other Signatures as Requested by the City Attorney: _____

		Name/Position		
		Date: _____		
Budget Confirmed:	Signature	Yes	No	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<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>1/29/24</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: 1-30-2024
Acting City Manager

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: _____

**AMENDMENT NUMBER 01
SAFE ROUTES TO SCHOOL PROGRAM (SRTS) GRANT AGREEMENT
Newport MS / Harney / Sidewalk / 22
City of Newport**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and **City of Newport**, acting by and through its Governing Body, hereinafter referred to as "Recipient," entered into on June 23, 2023.

It has now been determined by State and Recipient that the Agreement referenced above shall be amended to extend the Project Completion date and update Exhibit B. Section 3.

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.** Deleted information is shown in ~~strikethrough~~ and added information is shown in underline.
 - a. Exhibit A, Section B, "Table 1: Key Milestones"

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Planning, design, permitting and land acquisition.	9/1/23 <u>9/1/24</u>
2	Project completion (Project must be completed within 5 years of agreement execution.)	9/1/24 <u>9/1/25</u>

b. Exhibit B, Section 3

3. Recipient shall, at its own expense, maintain, and operate, repair, and replace the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life"). ~~After the Project Useful Life, maintenance of the Project shall conform to any maintenance agreement in place between the Parties. If no maintenance agreement exists, ODOT will maintain that portion of the Project that is within its jurisdiction unless otherwise provided in Exhibit A to this Agreement.~~ Recipient shall maintain those portions of the Project that are within state highway right of way for an additional thirteen (13) years

after the Project Useful Life. Recipient's obligations under the Contribution and Contract-Related Indemnification provisions in Section 10.a and 10.b, respectively, and Exhibit C, Subagreement Insurance Requirements apply to ongoing maintenance work.

Recipient shall notify the appropriate ODOT District Office two (2) business days prior to performing any maintenance work on ODOT's system.

Recipient's maintenance work on or along state highway right of way, including work performed by Recipient contractors, shall be protected in accordance with the versions of the MUTCD, Oregon Supplement to the Manual on Uniform Traffic Control Devices, and the Oregon Temporary Traffic Control Handbook which are in place at the time the work is conducted.

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. Recipient 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.
5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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.

The Project was approved January 12, 2023 by the Strategic Investment Manager.

SIGNATURE PAGE TO FOLLOW

CITY OF NEWPORT, by and through its
Elected Officials.

By 

Name Erik Glover
(printed)

Date 01-30-2024
Acting City Manager

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

By _____
Recipient's Legal Counsel

Name _____
(printed)

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Public Transportation Division Administrator

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Safe Routes to School Program Manager

Name _____
(printed)

Date _____

By _____
State Traffic-Roadway Engineer

Name _____
(printed)

Date _____

By _____
District Manager

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

ODOT / Recipient
Agreement No. SRTS23-12, Amendment No. 01

CITY OF NEWPORT, by and through its
Elected Officials.

By 

Name Erik Glover
(printed)

Date 01-30-2024
Acting City Manager

LEGAL REVIEW APPROVAL (If
required in Recipient's process)

By _____
Recipient's Legal Counsel

Name _____
(printed)

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By Suzanne CARLSON
Suzanne CARLSON (Mar 12, 2024 17:24 PDT)

Public Transportation Division Administrator

Name Suzanne CARLSON
(printed)

Date 03/12/2024

APPROVAL RECOMMENDED

By Xao Posadas
Safe Routes to School Program Manager


Name Xao Posadas
(printed)

Date 3/11/2024

By Heidi E. Shoblom
State Traffic-Roadway Engineer

Name Heidi E. Shoblom
(printed)

Date 3/5/2024

By 
District Manager

Name Brian Morey
(printed)

Date 3/11/24

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

Derrick Tokos

From: David Allen
Sent: Tuesday, January 30, 2024 11:55 AM
To: Derrick Tokos
Cc: Erik Glover; Catherine Rigby; Chris Beatty
Subject: Re: SRTS23-12 City of Newport- Amendment 1 ready for signatures.
Attachments: SRTS23-12 City of Newport Amd 1.pdf; SRTS23-12_City of Newport.pdf

The attached amendment looks okay so long as city staff is okay with the additional 13-year maintenance requirement under the terms of the amendment. --David

From: Derrick Tokos
Sent: Tuesday, January 30, 2024 10:37 AM
To: David Allen
Cc: Erik Glover
Subject: RE: SRTS23-12 City of Newport- Amendment 1 ready for signatures.

Hi David... could you provide a brief response that you are comfortable with the amendment, so I can route the document for signature?

Thanks,

Derrick

From: Derrick Tokos <>
Sent: Wednesday, January 3, 2024 1:04 PM
To: David Allen <d.allen@newportoregon.gov>
Cc: Erik Glover <E.Glover@NewportOregon.gov>
Subject: FW: SRTS23-12 City of Newport- Amendment 1 ready for signatures.

Hi David,

I asked for this to be added to the January 16th meeting agenda. We had to request an extension on the project milestones given that the City is down staff in Engineering. ODOT is also taking the opportunity to amend the maintenance obligation language to 20 years for the small portion of the project that is inside the US 20 highway right-of-way. That amounts to a section of sidewalk and curb ramps. Attached is the original, fully executed copy of the agreement.

Erik... I do not see a copy of the executed agreement on the website, so you might want to upload it.

Derrick I. Tokos, AICP
Community Development Director
City of Newport
169 SW Coast Highway
Newport, OR 97365
ph: 541.574.0626 fax: 541.574.0644
d.tokos@newportoregon.gov

From: CARLISLE Jacque L <Jacque.L.CARLISLE@odot.oregon.gov> **On Behalf Of** SRTS Program Mailbox
Sent: Wednesday, January 3, 2024 11:26 AM

To: Derrick Tokos <D.Tokos@NewportOregon.gov>

Cc: SRTS Program Mailbox <SRTSProgramMailbox@odot.oregon.gov>; Catherine Rigby <C.Rigby@NewportOregon.gov>; Chris Beatty <C.Beatty@NewportOregon.gov>

Subject: SRTS23-12 City of Newport- Amendment 1 ready for signatures.

[WARNING] This message comes from an external organization. Be careful of embedded links.

Hi Derrick,

Attached is the amendment 1 to your grant agreement SRTS23-12. This amendment included the extension of Milestone 1 and Milestone 2. Also as we shared with the grantee in the orientation and in the attached Notice to Proceed email (attached), that we would be amending the maintenance obligation language to 20 years for portions of your project that are along ODOT right-of-way. The portions that are entirely off-system will only be required to be maintained for seven years. Please obtain necessary signatures and return to us for processing.

Let us know if you have questions regarding the documents. Thanks Jacque

Jacque Carlisle

ODOT Statewide Programs Unit

355 Capitol Street NE

Salem OR 97301

503-910-4474

Jacque.l.carlisle@odot.oregon.gov