

**AMENDMENT TO STATE/LOCAL AGREEMENT  
LAND AND WATER CONSERVATION FUND PROGRAM**

**Amendment No. 1**, to OPRD Land and Water Conservation Fund Grant Program Agreement #**41-01622; OP2558 St Helens Riverwalk Phase 1**, herein after referred to as “Agreement” between the State of Oregon, acting by and through the **Oregon Parks and Recreation Department**, hereinafter referred to as “OPRD” or the “State”, and **City of St Helens**, hereinafter referred to as the “Grantee”, and collectively referred to as the “Parties”, effective as of September 9, 2022;

WHEREAS, both parties wish to amend the agreement;

NOW, THEREFORE, State and Grantee agree as follows:

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment.** The Agreement is hereby amended as follows (unless otherwise indicated, new language is indicated by bold text and underlining and deleted language is italicized and bracketed):

- a) Grant Funds /
- |                              |                                   |                              |                        |
|------------------------------|-----------------------------------|------------------------------|------------------------|
| Maximum Reimbursement:       | [ <i>\$500,000.00</i> (31.08%)]   | <b><u>\$1,210,823.52</u></b> | <b><u>(31.77%)</u></b> |
| Grantee Match Participation: | [ <i>\$1,108,849.00</i> (68.92%)] | <b><u>\$2,600,706.48</u></b> | <b><u>(68.23%)</u></b> |
| Total Project Cost:          | [ <i>\$1,608,849.00</i> ]         | <b><u>\$3,811,530.00</u></b> |                        |
- b) **Reimbursement Terms:** Based on the estimated Project Cost of [*\$1,608,849.00*] **\$3,811,530.00**, and the Grantee’s Match participation rate of [*68.92%*] **68.23%**, the reimbursement rate will be [*31.08%*] **31.77%**. Upon successful completion of the Project, and of the requirements set forth in the “Retention” and “Final Report and Request for Reimbursement” sections below, and receipt by OPRD of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or [*31.08%*] **31.77%** of the total cost of the Project, whichever is less.
- c) **Agreement Period:** Unless otherwise terminated or extended, the Project shall be completed by [*September 30, 2024*] **June 30, 2025** (Project Completion Date).
- d) **Federal Award Identification information required by 2 CFR § 200.331(a)(1)**
- (v) Sub-award Period of Performance Start and End Date: August 18, 2022 to [*September 30, 2024*] **June 30, 2025**
- (vi) Total Amount of Federal Funds Obligated by this Agreement: [*\$526,000.00*] **\$1,210,823.52**
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: [*\$500,000.00*] **\$1,210,823.52**
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: [*\$500,000.00*] **\$1,210,823.52**

- e) **Attachment B, Project Scope of Work and Budget:**

Budget Summary:

Grant Funds/Maximum Reimbursement	[ <i>\$500,000.00</i> ] [ <i>31.08%</i> ] <b><u>\$1,210,823.52</u></b> <b><u>31.77%</u></b>
Grantee Match Participation	[ <i>\$1,108,849.00</i> ] [ <i>68.92%</i> ] <b><u>\$2,600,706.48</u></b> <b><u>68.23%</u></b>
Total Project Cost	[ <i>\$1,608,849.00</i> ] <b><u>\$3,811,530.00</u></b>

Project Budget:

Expense Item	Cost or Valuation
Mobilization	[\$104,500.00] <b>\$391,000.00</b>
[Erosion Control]	[\$20,900.00]
Cantilevered Boardwalk (350 LF at 10' wide boardwalk + 8' wide concrete) Includes fiberglass grate decking, concrete pier and steel supports, guardrail, and overlook feature	[\$876,846.00] <b>\$1,346,000.00</b>
Concrete Riverwalk (80 LF, 12' wide)	[\$170,361.00] <b>\$390,000.00</b>
Riverwalk Amenities (furnishing, signage, and lighting)	[\$169,609.00] <b>\$422,000.00</b>
Shoreline Restoration (slope stabilization and riparian planting)	[\$97,476.00] <b>\$222,000.00</b>
[Project Administration]	[\$70,790.00]
<b>Construction management and inspection services</b>	<b>\$337,525.00</b>
Permitting/compliance	[\$58,513.00] <b>\$1,623.00</b>
Demolition/site preparation and excavation/earthwork	[\$42,854.00] <b>\$72,000.00</b>
<b>Design/engineering</b>	<b>\$621,390.00</b>
<b>Archeological survey (pre-award)</b>	<b>\$7,992.00</b>
Total Project Cost	[\$1,608,849.00] <b>\$3,811,530.00</b>

Source of Match:

Source	Amount
Local Government Grant Program grant	\$338,500.00
[City staff in-kind labor]	[\$156,498.00]
City cash / Timber sales revenue <b>and System Development Charges</b>	[\$613,851.00] <b>\$2,262,206.48</b>
Total Match	[\$1,108,849.00] <b>\$2,600,706.48</b>

f) Attachment C, Federal Grant Agreement:

ARTICLE VIII – Cost-share requirement.

At least [68.92%] **68.23%** non-Federal cost-share is required for costs incurred under this Agreement.

ARTICLE IX – Pre-award incurrence of costs.

[The Recipient is not authorized to reimbursement for, or use as match, costs incurred prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.]

**The Recipient is authorized for reimbursement of, or use as match, costs up to \$7,992.00 incurred on or after December 1, 2021. Pre-award costs must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award and in accordance with the approved cost-share ratio.**

ARTICLE XII – Award and payment.

A. The NPS will provide funding to the Recipient in an amount not to exceed [\$526,200.00] **\$1,210,823.52** in accordance with the NPS approved budget.

SIGNATURE PAGE TO FOLLOW

Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect. Recipient certifies that the representations, warranties and certifications contained in the original Contract 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this amendment to be properly executed by their authorized representatives as of the day and year hereinafter written.

\_\_\_\_\_  
Grantee Title

\_\_\_\_\_  
Oregon Parks and Recreation Department

\_\_\_\_\_  
Grantee Signature

\_\_\_\_\_  
Stefanie Coons, Deputy Director of Business Administration  
Oregon Parks and Recreation Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

=====  
Recommended by:

\_\_\_\_\_  
Noemi Enciso, Land and Water Conservation Fund  
Program Coordinator  
Oregon Parks and Recreation Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michele, Scalise, Grants Division Manager  
Oregon Parks and Recreation Department

\_\_\_\_\_  
Date