

**AMENDMENT NUMBER 02  
LOCAL AGENCY AGREEMENT  
EMERGENCY RELIEF PROGRAM**

Dry Creek Bridge and Crystal Creek Bridge (Miami-Foley Road)  
Tillamook County

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 **Tillamook County**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on February 14, 2017 and Amendment Number 01 entered into on January 25, 2019.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update language and increase funds.

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. **RECITALS, Paragraph 2, Page 1, which reads:**

2. Miami-Foley Road and Crystal Bridge are part of the county road system under the jurisdiction and control of Agency.

**Shall be deleted in its entirety and replaced with the following:**

2. Dry Creek Bridge, Crystal Creek Bridge, and Miami-Foley Road and are part of the county road system under the jurisdiction and control of Agency.

b. **Insert new RECITAL Paragraph 3 to read as follows:**

3. The original Project name, "Crystal Creek (Miami-Foley) Bridge" has been changed to "Dry Creek Bridge and Crystal Creek Bridge (Miami-Foley Road)" to provide a more accurate description of the Project location.

c. **TERMS OF AGREEMENT, Paragraph 2, Page 1, which reads:**

2. The Project will be conducted as a part of the Emergency Relief Program (ERP) under Title 23, United States Code and the total Project cost is estimated at \$2,546,000.00, which is subject to change. The Project will be financed with ERP funds, which are estimated in the amount of \$2,284,525.80, and will not exceed that amount without approval of the Federal Highway Administration (FHWA). The Project will be financed with ERP funds at the maximum allowable federal participating amount, which is 89.73 percent, with Agency providing the 10.27 percent match for eligible costs and paying for any

non-participating costs, including all costs in excess of the available federal funds.

**Shall be deleted in its entirety and replaced with the following:**

2. The Project will be conducted as a part of the Emergency Relief Program (ERP) under Title 23, United States Code and the total Project cost is estimated at \$2,646,000.00, which is subject to change. The Project will be financed with ERP funds, which are estimated in the amount of \$2,374,255.80, and will not exceed that amount without approval of the Federal Highway Administration (FHWA). The Project will be financed with ERP funds at the maximum allowable federal participating amount, which is 89.73 percent, with Agency providing the 10.27 percent match for eligible costs and paying for any non-participating costs, including all costs in excess of the available federal funds.
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.

Tillamook County/ODOT  
Agreement No. 31443, Amendment No. 2

**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.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key No. 19835) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

**Signature Page Follows**

**TILLAMOOK COUNTY**, by and through  
its elected officials

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

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

By \_\_\_\_\_  
County Legal Counsel

Date \_\_\_\_\_

**Agency Contact:**

Chris Laity, Director  
Tillamook County Public Works Dept.  
503 Marolf Loop Road  
Tillamook, OR 97141  
503-842-3416  
Claity@co.tillamook.or.us

**State Contact:**

Bill Jablonski, Area Manager  
350 West Marine Drive  
Astoria, Oregon 97103  
503-440-6344  
William.R.Jablonski@odot.oregon.gov

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Delivery and Operations Division  
Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
State Traffic Roadway Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Project Delivery Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Area 1 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By NA \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_