

3618



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: GSI Amendment to PSA; Exhibit D Date: 3/12/2024

Statement of Purpose: PSA to include additional provisions set forth in Exhibit D, as recommended by Business Oregon.

Department Head Signature: *C. A. Beard*

Remarks, if any: _____

City Attorney Review and Signature: See David Allen email Date: 3/10/2024

Other Signatures as Requested by the City Attorney: N/A

Name/Position
Date: _____

Budget Confirmed: Signature
Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No Date: _____

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: *J. P. ...* Date: 3/12/24

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: _____

Brian Crawford

From: David Allen
Sent: Sunday, March 10, 2024 6:05 PM
To: Catherine Rigby; Melanie Nelson; Spencer Nebel
Cc: Steve Stewart; Brian Crawford; Derrick Tokos; Chris Beatty; Erik Glover; DJ Fox
Subject: Re: Drinking Water Source Protection, City of Newport, U24002 Executed Contract
Attachments: Amendment to City-GSI agreement.doc; Exhibit D - City-GSI amendment.docx

Cathie - in follow-up to the March 4 e-mail from GSI, attached is an amendment to PSA along with Exhibit D to the amendment. **You can use this e-mail to confirm review for the agreement sign-off form.** --David

From: David Allen
Sent: Tuesday, February 27, 2024 3:21 PM
To: LOOMIS Tracy * BIZ; Catherine Rigby
Cc: Steve Stewart; Brian Crawford; Derrick Tokos; Chris Beatty; Erik Glover
Subject: Re: Drinking Water Source Protection, City of Newport, U24002 Executed Contract

Attached is Business Oregon/DWSP Contract Clauses document from below with deletions in track changes, and also a link to PSA between the city and GSI. Cathie - go ahead and forward this to GSI and if they are okay with the attached document, I can put together an amendment to PSA to include the five remaining provisions. --David

https://www.newportoregon.gov/dept/adm/agreements/3513/agreement_3513.pdf

From: LOOMIS Tracy * BIZ [Tracy.Loomis@biz.oregon.gov]
Sent: Monday, February 26, 2024 1:51 PM
To: David Allen; Catherine Rigby
Cc: Steve Stewart; Brian Crawford; Derrick Tokos; Chris Beatty; Erik Glover
Subject: RE: Drinking Water Source Protection, City of Newport, U24002 Executed Contract

[You don't often get email from tracy.loomis@biz.oregon.gov. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

David and Cathie,

I just spoke with our Legal Department. City should rely on their legal counsel on their contracts. If you do not wish to include those in your consultant contracts, that is up to you.

"Contract Clauses" is a tool that most include in their consultant contracts, but you do not have to include them.

Thank you,

Tracy Loomis (she/her)
Regional Project Manager
Business Oregon | biz.oregon.gov
971-719-6710 mobile

**Amendment to Professional Services Agreement Between
City of Newport and GSI Water Solutions, Inc.**

THIS AMENDMENT is to the Agreement for Professional Services between the City of Newport (City) and GSI Water Solutions, Inc. (Consultant) dated December 27, 2023 for developing a Drinking Water Protection Plan.

Recitals:

1. City and Consultant entered into an agreement dated December 27, 2023 (Agreement) for professional consulting services related to developing a Drinking Water Protection Plan. The project is funded by a grant from the State of Oregon, through its Oregon Business Development Department (OBDD), under a grant contract between City and OBDD for source water protection, project no. U24002.
2. OBDD recommended additional provisions to the Agreement, which City and Consultant have agreed to include in the Agreement.

Terms of Amendment:

City and Consultant agree to amend the Agreement, as provided for in section 27, as follows, effective on the date of the last signature below:

- A. The Agreement will include the additional provisions set forth in the attached Exhibit D.
- B. This Amendment may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

Except as expressly set forth herein, all provisions of the Agreement shall continue and remain in full force and effect.

City of Newport



Spencer R. Nebel, City Manager

GSI Water Solutions, Inc.



Name/Title: Principal

Date: 03/12/24

Date: March 11, 2024

EXHIBIT D

Contract Clauses for Drinking Water Source Protection (DWSP) Projects

1. [SAM.gov](https://www.sam.gov) Registration is required for all entities that enter into direct contracts with the recipients of Drinking Water Source Protection funds. The System for Award Management ([SAM.gov](https://www.sam.gov)) is an official website of the U.S. Government. There is no cost to use [SAM.gov](https://www.sam.gov). NOTE: The SAM registration expires annually and must be kept active until the DWSP project is closed.

2. **Whistleblower**
Contractor receiving DWSP funds shall under or through this contract to, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

3. **Intellectual Property**
Contractor hereby grants to the U.S. E.P.A. a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this contract. Contractor shall secure from third parties the same license in the name of the U.S. E.P.A. regarding any intellectual property developed by third parties as subcontractors to perform this project, or developed under contract with the Contractor specifically to enable Contractor's obligations related to this project.

4. **Inspections; Information**
Contractor shall permit, and cause its subcontractors to allow the City of Newport, the State of Oregon, the federal government and any party designated by them to:
 - (1) Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
 - (2) Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
 - (3) Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.Contractor shall retain all records related to the Project for three years after final payments are made and any pending matters are closed.

5. **Equal Employment Opportunity**
Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).