

FIRST AMENDMENT
TO
AGREEMENT

THIS AMENDMENT (“Amendment”) is entered into as of the __ day of April, 2019 between the CITY OF MANITOWOC, Wisconsin, (“Manitowoc”) and the CITY OF LUDINGTON, Michigan, (“Ludington”), sometimes collectively referred to as the “Parties” or individually as a “Party”, as follows:

WHEREAS the Parties entered into an intergovernmental agreement dated December 14, 2018, (the “Agreement”); and,

WHEREAS the Parties desire to amend the Agreement to more closely conform to certain federal regulations regarding the submission of reimbursement requests to MARAD;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, the Parties agree as follows:

1. Capitalized words and phrases used herein shall have the same meaning as used in the Agreement unless the context clearly requires a different meaning.

2. Section 3.02, Subsection B of the Agreement is amended to read, in its entirety, as follows:

B. To advance up to \$5,000,000.00 from its own funds for amounts eligible for reimbursement under the FASTLANE Grant, for the activities and subject to the limitations set forth in Attachment C -Estimated Project Budget to the Grant Agreement (hereafter, “Attachment C”). For amounts shown on Attachment C for improvements to the Manitowoc Docks, Ludington’s obligation to advance its own funds shall be contingent upon receipt by Ludington of evidence satisfying the terms of this Agreement and the Grant Agreement that Manitowoc, the State of Wisconsin and/or LMC, as the case may be, has expended their proportionate share of the non-federal funds designated for that category of activity, as directed by MARAD. The Parties acknowledge that Ludington is the only Party (including LMC) eligible to receive FASTLANE Grant reimbursement and all of such reimbursed amounts shall belong solely to Ludington.

3. Except as expressly modified by this Amendment, the Parties ratify and confirm the Agreement as if fully restated herein.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the dates indicated:

_____, 2019

CITY OF LUDINGTON

Mitch Foster, City Manager

Deborah L. Luskin, Clerk

_____, 2019

CITY OF MANITOWOC

Justin M. Nickels, Mayor

Deborah Neuser, City Clerk