

**AMENDMENT NUMBER 02
INTERGOVERNMENTAL AGREEMENT
Vehicle Registration Fee Collection
Multnomah County**

This is Amendment No. 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, Driver and Motor Vehicle Services Division, hereinafter referred to as "DMV," and **Multnomah County**, acting by and through its elected officials, hereinafter referred to as "County," entered into an Agreement on June 14, 2010 and Amendment Number 1, dated December 28, 2015.

It has now been determined by DMV and County that the Agreement referenced above shall be amended to adjust the administrative fee amount per vehicle transaction.

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.**

Effective from December 28, 2015 to the effective date of this Amendment No. 02:

DMV OBLIGATIONS, Paragraph 5.4.1, Page 3 which reads:

5.4.1 Prior to the transfer of County Registration Fees to County, DMV will deduct a per transaction administrative fee to cover costs incurred by DMV for the collection, processing, deposit and transfer of County Registration Fees in accordance with the terms and conditions of this Agreement. The administrative fee amount for this Agreement is ten (10) cents per transaction. This amount does not include costs incurred by DMV for Merchant Fees, the amount of any refunds made pursuant to paragraph 5.3. or uncollectible debt. If there is a change in the administrative costs incurred by DMV, as described in this paragraph, this Agreement will be amended to adjust the fee amount to an amount agreed upon by DMV and County.

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

5.4.1 Prior to the transfer of County Registration Fees to County, DMV will deduct a per transaction administrative fee to cover costs incurred by DMV for the collection, processing, deposit and transfer of County Registration Fees in accordance with the terms and conditions of this Agreement. The administrative fee amount for this Agreement is eight (8) cents per transaction. This amount does not include costs incurred by DMV for Merchant Fees, the amount of any refunds made pursuant to paragraph 5.3. or uncollectible debt. If there is a change in the

administrative costs incurred by DMV, as described in this paragraph, this Agreement will be amended to adjust the fee amount to an amount agreed upon by DMV and County.

Effective June 1, 2016, the effective date of this Amendment No. 02:

DMV OBLIGATIONS, Paragraph 5.4.1, Page 3, shall read:

- 5.4.1 Prior to the transfer of County Registration Fees to County, DMV will deduct a per transaction administrative fee to cover costs incurred by DMV for the collection, processing, deposit and transfer of County Registration Fees in accordance with the terms and conditions of this Agreement. The administrative fee amount for this Agreement is eight (8) cents per transaction. This amount does not include costs incurred by DMV for Merchant Fees, the amount of any refunds made pursuant to paragraph 5.3. or uncollectible debt. If there is a change in the administrative costs incurred by DMV, as described in this paragraph, this Agreement will be amended to adjust the fee amount to an amount agreed upon by DMV and County.
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. County 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.

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.

SIGNATURE PAGE

Multnomah County, by and through its
elected officials

By _____
Deborah Kafoury
Board of County Commissioners
For Multnomah County, Oregon

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Jenny M. Madkour, County Attorney
For Multnomah County, Oregon

Date _____

County Contact:

Tom Hansell
Multnomah County
Department of Community Services
1600 SE 190th
Portland, OR 97233-5910
(503) 988-0223
Tom.j.Hansell@multco.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Tom McClellan, Division Administrator
Driver and Motor Vehicle Services Division

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General
Oregon Department of Justice

Date _____

ODOT Contact:

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Vehicle Programs Manager
DMV Program Services
1905 Lana Ave. NE
Salem, OR 97314
(503) 945-5257
Stephanie.s.Zellner@odot.state.or.us.