

AMENDMENT NUMBER 04

Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 28483
FLEXIBLE FUNDS PROGRAM 2011
CONGESTION MITIGATION AND AIR QUALITY PROGRAM
ARATA RD: 223RD - 238TH (FAIRVIEW/WOOD VILLAGE)
Multnomah County

This is Amendment No. 04 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **MULTNOMAH COUNTY**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on April 2, 2013 and Amendment Number 01 executed on January 28, 2016, Amendment Number 02 executed on August 17, 2016, and Amendment Number 3 executed on January 25, 2017. Said Agreement covers production of design plans and construction of improvements for Arata Road including sidewalks, cross-walks, bike facilities, street lighting, landscaping, and green street drainage.

It has now been determined by State and County that the Agreement referenced above shall be amended to update Project Milestones dates for #3 and #4, and estimated total project cost. New language has been added regarding Transparency Act and Exhibit C and the Cargo Act. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

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.**

Insert new Exhibit C, Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting.

Insert new Terms of Agreement, Paragraph 26 and 27, to read as follows:

26. Agency shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State and Agency shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
27. By signing this Agreement Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than eighty (80%) of its gross revenues from the federal

government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within fourteen (14) calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "C".

TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:

2. The total Project cost is estimated at \$4,946,512 which is subject to change. The location of the Project is approximately as shown on the detailed map attached hereto, marked "Exhibit A," and by this reference made a part hereof. The Project, Key Milestones and Schedule are attached as "Exhibit B," and by this reference made a part hereof.

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

2. The total Project cost is estimated at \$6,757,144 which is subject to change. The location of the Project is approximately as shown on the detailed map attached hereto, marked "Exhibit A," and by this reference made a part hereof. The Project, Key Milestones and Schedule are attached as "Exhibit B," and by this reference made a part hereof.

Exhibit B, Section 4, Project Milestones, Page 9, which reads:

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

Table 1: Project Milestones

	Milestone Description	Completion Date
1	Obligation (Federal Authorization) of STP Flexible Funds for the Preliminary Engineering phase of Project	6/19/2013
2	Obligation (Federal Authorization) of STP Flexible Funds for the Right-of-Way phase of the Project	4/2/2015
3	Obligation (Federal Authorization) of STP Flexible Funds for the Construction phase of Project	1/15/2017
4	Project Completion based on County issuing Project	11/30/2017

	Acceptance or "Second Note"
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Shall be deleted in its entirety and replaced with the following:

- 4. Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

Table 1: Project Milestones

	Milestone Description	Completion Date
1	Obligation (Federal Authorization) of STP Flexible Funds for the Preliminary Engineering phase of Project	6/19/2013
2	Obligation (Federal Authorization) of STP Flexible Funds for the Right-of-Way phase of the Project	4/2/2015
3	Obligation (Federal Authorization) of STP Flexible Funds for the Construction phase of Project	7/15/2017
4	Project Completion based on County issuing Project Acceptance or "Second Note"	9/30/2018

- 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.

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 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #18019) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

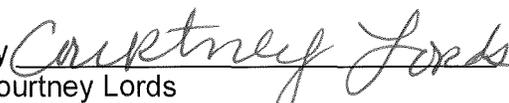
SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 28483-04

MULTNOMAH COUNTY, by and
through its elected officials

By 
Deborah Kafoury, Chair of the County
Board
Date 7/25/17

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

By 
Courtney Lords
Assistant County Attorney
Date 7/24/17

County Contact:

Ian B. Cannon, County Engineer
Multnomah County Land Use and
Transportation Program
1620 SE 190th Avenue
Portland, OR 97233
503-704-5170
ian.b.cannon@multco.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Director
Date _____

APPROVAL RECOMMENDED

By _____
Active Transportation Section Manager
Date _____

By _____
Region 1 Manager
Date _____

By _____
Region 1 Project Services Manager
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General
Date: _____

State Contact:

Reem Khaki, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
Phone: (503) 731-8501
Email: Reem.D.KHAKI@odot.state.or.us

Exhibit C
Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting

(For purposes of this Exhibit, references to "your organization" shall mean "Agency" and references to "ODOT" shall mean "State.")
The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name: _____

Data Universal Number System (DUNS) number: _____

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization's previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)
 Yes No If "yes," proceed to b. If "no," no further action is required and submittal of this form is not required.
- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 Yes No If "yes," provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.
Provide link here:
If "no," provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
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Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

State/Agency
Agreement No. 28483-04

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

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Program and Funding Services Manager
Oregon Department of Transportation
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Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us
Telephone: 503-986-4453