

**EXHIBIT B**

**AMENDMENT NUMBER 02  
LOCAL AGENCY CERTIFICATION PROGRAM  
Supplemental Project Agreement No. 33097  
Brentwood Darlington bike/ped improvements**

This is Amendment No. 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” and **CITY OF PORTLAND**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on March 20, 2019 and Amendment Number 01 entered into on May 7, 2020.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update Agency contacts, and revise project phase funding allocations.

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.**

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

2. The total Project cost is estimated at \$6,206,422, which is subject to change. Federal funds for this Project shall be limited to \$2,159,999.40. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by the State, and will not be available for use by Agency for this Agreement or any other projects. “Total Project Cost” means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the State’s Regional Local Agency Liaison.

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

2. The total Project cost is estimated at \$7,354,591.76, which is subject to change. Federal funds for this Project shall be limited to \$2,442,482.90. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by the State, and will not be available for use by Agency for this Agreement or any other projects. “Total Project Cost” means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the

completion of each phase, as well as the Total Project Cost at the end of the Project, to the State's Regional Local Agency Liaison.

**TERMS OF AGREEMENT, Paragraph 36, which reads:**

36. ODOT's Contact for this Project is Daniel Ramirez-Cornejo, Region 1 Local Agency Liaison, Oregon Department of Transportation, 123 NW Flanders Street Portland, Oregon, 97209-4012, 503-731-8486, [Daniel.ramirez-cornejo@odot.state.or.us](mailto:Daniel.ramirez-cornejo@odot.state.or.us) or assigned designee upon individual's absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

36. ODOT's Contact for this Project is Mark Hardeman, Region 1 Local Agency Liaison, Oregon Department of Transportation, 123 NW Flanders Street Portland, Oregon, 97209-4012, 503-731-3016, [Mark.Hardeman@odot.state.or.us](mailto:Mark.Hardeman@odot.state.or.us) or assigned designee upon individual's absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**TERMS OF AGREEMENT, Paragraph 37, which reads:**

37. Agency's Project Liaison for this Agreement is Lisa Patterson, Capital Project Manager, 1120 SW 5<sup>th</sup> Avenue, Room 800, Portland, OR 97204, 503-823-7780, [lisa.patterson@portlandoregon.gov](mailto:lisa.patterson@portlandoregon.gov), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

37. Agency's Project Liaison for this Agreement is Bryan Poole, 1120 SW 5<sup>th</sup> Avenue, Room 800, Portland, OR 97204, 503-823-7780, [Bryan.poole@portlandoregon.gov](mailto:Bryan.poole@portlandoregon.gov), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**3. Exhibit B shall be deleted in its entirety and replaced with the attached Revised Exhibit B.**

**4. 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.

**5. 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.

**6. Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

**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 2024-2027 Statewide Transportation Improvement Program (STIP), (Key #20812) that was adopted by the Oregon Transportation Commission on July 13, 2023 (or subsequently by amendment to the STIP).

**City of Portland**, by and through its  
elected officials

By \_\_\_\_\_

Date \_\_\_\_\_

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

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Bryan Poole  
1120 SW 5th Avenue, Room 800,  
Portland, OR 97204  
503-823-7780  
Bryan.poole@portlandoregon.gov

**State Contact:**

Mark Hardeman  
123 NW Flanders Street  
Portland, OR 97209  
503-731-3016  
[Mark.Hardeman@odot.state.or.us](mailto:Mark.Hardeman@odot.state.or.us)

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

By \_\_\_\_\_

Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Region 1 Manager

Date \_\_\_\_\_

By \_\_\_\_\_

Certification Program Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Stacy C. Posegate  
Assistant Attorney General  
Via email dated 1/11/2024

**REVISED EXHIBIT B**  
**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 \$30,000,000. 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:** \_\_\_\_\_

**Unique Entity Identifier (UEI) 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 \$30,000,000 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):**

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Type name	Title
	Date

Return completed form to: Program and Funding Services Manager; Oregon Department of Transportation; 555 13<sup>th</sup> Street NE; Salem, OR 97301; [ODOTFederalFunding@odot.oregon.gov](mailto:ODOTFederalFunding@odot.oregon.gov)

**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](http://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: ODOT Funding Services Manager by email at [ODOTFederalFunding@odot.oregon.gov](mailto:ODOTFederalFunding@odot.oregon.gov)**