

**EXHIBIT A**

**FIRST AMENDMENT**

**to**

**INTERGOVERNMENTAL AGREEMENT**

**for**

**Levee Analysis Cost-Sharing**

This first amendment (“Amendment 1”) to the Intergovernmental Agreement for Levee Analysis Cost-Sharing (“the IGA”) is authorized by ORS 190.010 and is made and entered into as of \_\_\_\_\_, 2017 (“the Effective Date”) by and among Multnomah County (“County”), a home rule county of the State of Oregon; the City of Portland (“Portland”), an Oregon municipal corporation; the City of Gresham (“Gresham”), an Oregon municipal corporation; the City of Fairview (“Fairview”), an Oregon municipal corporation; the City of Troutdale (“Troutdale”), an Oregon municipal corporation; the Port of Portland (“the Port”), a port district of the state of Oregon; Metro, an Oregon municipal corporation; Multnomah County Drainage District No. 1 (“MCDD”), a special purpose local government organized under ORS Chapter 547; Sandy Drainage Improvement Company (“SDIC”), a nonprofit improvement corporation organized under ORS Chapter 554; and Columbia Corridor Drainage Districts Joint Contracting Authority (“JCA”), a joint intergovernmental entity created by MCDD, SDIC, Peninsula Drainage District No. 1 (“PEN 1”), and Peninsula Drainage District No. 2 (“PEN 2”) (collectively, except PEN 1 and PEN 2, “the Parties,” and each individually “a Party”).

RECITALS

- A. The Parties entered into the IGA on January 13, 2016.
- B. Anticipated changes in the IFA loan agreement (X16001) between Multnomah County and Business Oregon’s Infrastructure Finance Authority (“IFA Loan Agreement”) have made it necessary to amend the authorized scope of work eligible for payment from the IFA loan and to extend the loan repayment schedule. The Parties additionally wish to amend the IGA so that changes can be made to the IFA Loan Agreement with regard to the scope of work eligible for reimbursement from the IFA Loan proceeds and changes to the IFA Loan repayment schedule without the need for future amendments to the IGA.
- C. Pursuant to Section 2 of the IGA, the JCA assumes MCDD’s duties and responsibilities for receipt and distribution of the funding and entering into contracts under the IGA. The JCA is now created and is up and running and so should become a party to the IGA.
- D. This is the First Amendment to the IGA.

TERMS

The Parties agree as follows:

1. Recital G of the IGA, as amended by Amendment 1, is replaced in its entirety by the following:

To avoid the economic consequences of losing the federal assistance offered by the NFIP and the potential impact of local floodplain development standards, the MCDD and SDIC levees must remain certified and accredited. In order to renew the levees certification, an engineering analysis must be performed to ascertain the levees' flood-control capacity (the "Analysis"). MCDD, SDIC, and JCA have or will enter into contracts with a consultant to complete a portion of this analysis (the "Project"). A detailed description of the Project is attached as Exhibit B. Additionally, when authorized by amendment to IFA loan agreement X16001, MCDD, SDIC, and JCA may enter into contracts to perform additional services authorized under the IFA Loan Agreement as it exists on the effective date of this Amendment 1, or as the IFA Loan Agreement hereinafter may be modified.
2. A new section 2.k is added to Section 2, as follows:
  - k. Notwithstanding Section 2.a of this section, MCDD or the JCA may apply Loan proceeds to the costs of work in addition to the costs of the Analysis when authorized under the IFA Loan Agreement as it exists on the effective date of this Amendment 3 or as the IFA Loan Agreement hereinafter may be modified. All of the requirements in this Section 2 that apply to the Analysis apply to such authorized additional work.
3. Section 4.a, is replaced in its entirety by the following:
  - a. At least 30 days prior to any payment date on the Loan Portion (or upon request if a Party elects to prepay its share as set forth in Section 4.b below), the County will notify the Parties of their proportional shares of the Loan Portion repayment due and the total prepayment amount, based upon each Party's Reimbursement Percentage. As used in this Agreement, a Party's "Reimbursement Percentage" is the percentage calculated by dividing the amount of such Party's Principal Responsibility by the Current Outstanding amount, both as set forth in the below table (the "Allocation Schedule"). A detailed description of the calculation used to generate the Allocation Schedule is attached as Exhibit D. Within sixty days following each annual scheduled Loan Portion payment, the County will send to the Parties an updated Allocation Schedule, revised to reflect any reductions in principal attributable to such payments. The notice shall include the County's Local Government Investment Pool (LGIP) transfer account information to facilitate payment by LGIP transfer. Those Parties will pay the County no less than their proportional shares of the Loan repayment due within thirty days of such notification. The County's payment schedule is as set forth in the IFA Loan Agreement as it exists on the effective date of this Amendment 1 or as the IFA Loan Agreement hereinafter may be modified.

- 4. The JCA is hereby made a party to the IGA and agrees to assume the obligations of MCDD as provided in the IGA. Notices to the JCA under the IGA will be to the same official, address, and telephone number as to the Districts under Section 15 of the IGA.
- 5. The remainder of the IGA remains unchanged and in full force and effect.
- 6. This Amendment may be executed in counterparts. Delivery of this executed Amendment by facsimile or e-mail will be sufficient to form a binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

MULTNOMAH COUNTY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

CITY OF PORTLAND

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Deputy City Attorney

CITY OF GRESHAM

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

CITY OF FAIRVIEW

Approved as to form:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

CITY OF TROUTDALE

Approved as to form:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

PORT OF PORTLAND

Approved as to Legal Sufficiency:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant General Counsel

METRO

Approved as to form:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant Metro Attorney

MULTNOMAH COUNTY DRAINAGE  
DISTRICT NO. 1

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SANDY DRAINAGE IMPROVEMENT  
COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COLUMBIA CORRIDOR DRAINAGE  
DISTRICTS JOINT CONTRACTING  
AGENCY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_