

EXHIBIT A

FIRST AMENDMENT

to

INTERGOVERNMENTAL AGREEMENT

for

Cost-Sharing Levee Ready Columbia Expenses Not Covered by IFA Loans

This First amendment ("Amendment 1") to the Intergovernmental Agreement for Cost-Sharing of Levee Ready Columbia Expenses Not Covered by IFA Loans ("the IGA") is authorized by ORS 190.010 and is made and entered into as of _____, 2017 ("the Effective Date") by and among the State of Oregon, by and through Regional Solutions ("State of Oregon"); Multnomah County (the "County"), a home rule county of the State of Oregon; the City of Portland ("the City"), 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; Multnomah County Drainage District No. 1 ("MCDD"), a special purpose local government organized under ORS Chapter 547; Peninsula Drainage District No. 1 ("PEN 1"), a special purpose local government organized under ORS Chapter 547; and Peninsula Drainage District No. 2 ("PEN 2"), a special purpose local government organized under ORS Chapter 547; Sandy Drainage Improvement Company ("SDIC"), a nonprofit drainage improvement corporation organized under ORS Chapter 554; the Sauvie Island Drainage Improvement Company ("SIDIC"), a nonprofit drainage improvement corporation organized under ORS Chapter 554; Columbia Corridor Drainage Districts Joint Contracting Authority ("JCA"), a joint intergovernmental entity created by MCDD, PEN 1, PEN 2, and SDIC; and Metro, a metropolitan service district organized under its home-rule charter (collectively, "the Parties," and each individually "a Party").

RECITALS

- A. The Parties originally entered into the IGA on January 13, 2016 to support program expenses that do not fall within the scope of qualified expenses to be reimbursed under any of the Business Oregon's Infrastructure Finance Authority ("IFA") loans;
- B. The IGA was originally envisioned to cover expenses in fiscal years 2016 and 2017.
- C. Project Partners agree that additional funding is needed for program continuation beyond fiscal year 2017.
- D. The allowable cash expenses described in the terms of the original agreement do not cover all potential and actual expenses for program administration.
- E. Partners desire the flexibility to pay for expenses that are eligible for reimbursement under the IFA Loans under this IGA.
- F. State of Oregon and Metro desires to become a party to the IGA and contribute financially for ongoing program administration expenses.

G. Pursuant to Section 4 of the IGA, the JCA will assume the 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.

H. This is the First Amendment to the IGA.

TERMS

The Parties agree as follows:

1. Metro is hereby made a party to the IGA.
2. The State of Oregon is hereby made a party to the IGA.
3. The JCA is hereby made a party to the IGA and agrees to assume the obligations of four Columbia Corridor drainage entities as provided in the IGA.
4. IGA title "Cost-Sharing of Levee Ready Columbia Expenses Not Covered by IFA Loans" is revised to say: "Cost-Sharing of Levee Ready Columbia Expenses"
5. Contract Recital "I" is replaced in its entirety by the following:

The remaining \$100,000 of the Regional Solutions Support will be used to pay for certain Project costs that are not fundable through the IFA loans, and the purpose of this Agreement is to provide for payment of the remaining amount of such project costs.

6. Section 1 is replaced in its entirety by the following:
 1. Cash Expenses. The IFA loans will fund the engineering analyses necessary to ascertain the levees' flood-control capacity. The Parties have determined that successful implementation of the Project requires funding for expenses related to communications, stakeholder engagement, and project management. Additional allowable expenses will also include: United States Army Corps of Engineers' Rehabilitation and Inspection Program compliance, studies and inventories, governance staffing and consulting, contracts and procurements staffing, membership services, insurance, and financial and accounting system maintenance that are deemed necessary for Levee Ready Columbia program success. All above-mentioned expenses (the "Cash Expenses") fall within the following categories:
7. Section 1.a. is amended to add the following additional bullet point at the end of the Section:
 - Direct and produce videos for sharing and promoting the work of Levee Ready Columbia with stakeholders and potential stakeholders;
8. Section 1.b. is replaced in its entirety by the following:

First Amendment to IGA Formerly-Known as "Cost-Sharing of Levee Ready Columbia
Expenses Not Covered by IFA Loans" IGA

- b. Project Management. MCDD will provide overall project management, including program management, technical project management, communications / outreach management, governance management, contract management, and any other project management necessary for program success.

MCDD staff may solicit and manage any consultant contracts necessary for program success.

9. A new Section 1.c. is added as follows:

- c. Additional Allowable Expenses. The following program administration and project expenses are also subject to cost-sharing under the IGA:

- United States Army Corps of Engineers' Rehabilitation and Inspection Program compliance-related projects and expenses
- Studies and inventories, including, but not limited to: environmental, climate change, economic, risk assessment, and community asset inventory.
- Governance staffing and consulting
- Contracts and procurements staffing
- Membership costs, such as with the Special Districts Association of Oregon
- Insurance costs
- Financial and accounting system maintenance, such as auditing, banking fees, and accounting software
- Any other expenses relating to the certification, accreditation and management of the Levee not eligible for reimbursement under the IFA Loans.

10. Section 2 relating to Cash Expenses for fiscal year 2015/2016 is renumbered Section 2.a and titled "Reimbursement Expenses for Fiscal Year 2015/2016."

11. A new Section 2.b is added as follows:

- b. Reimbursement Expenses for Fiscal Years 2018 and 2019. The Parties agree to contribute an additional amount totaling: \$1,179,095 ("Reimbursement Expenses 2"). Each Party's proportionate share of Reimbursement Expenses 2 is set forth in the following Allocation Schedule. A detailed description of the distribution used to generate the Allocation Schedule for Reimbursement Expenses 2 is attached and is incorporated into the IGA as Exhibit B.

Distribution Among Parties for Reimbursement Expenses 2			
	FY 2017-18	FY 2018-19	Totals
State of Oregon	\$129,281	\$138,033	\$267,314
Metro	\$50,000	\$50,000	\$100,000
Port of Portland	\$79,282	\$88,032	\$167,314
PEN 1	\$23,271	\$24,846	\$48,117
PEN 2	\$28,442	\$30,367	\$58,809
MCDD	\$58,177	\$62,114	\$120,291
SDIC	\$19,392	\$20,705	\$40,097
Portland	\$102,133	\$109,045	\$211,178
Gresham	\$3,878	\$4,141	\$8,019
Fairview	\$9,050	\$9,662	\$18,712
Troutdale	\$12,928	\$13,803	\$26,731
County (In-Kind)	\$52,278	\$54,370	\$106,648
SIDIC	\$4,100	\$1,765	\$5,865
TOTAL	\$572,212	\$606,883	\$1,179,095

12. Section 3, relating to invoicing and payment of the 2015/2016 expenses, is hereby renumbered as Section 3.a, and entitled "2015/2016 Cash Expenses Reimbursement.

13. A new Section 3.b is added as follows:

- b. Payment of Reimbursement Expenses 2. The work described in Section 1, as amended by Amendment 1, will be conducted by consultants and staff hired by the JCA or provided by MCDD, PEN 1, PEN 2, or SDIC. The JCA will invoice the parties for the Reimbursement Expenses 2 within 30 days of the execution of this Amendment 1, but not sooner than July 1, 2017. The Parties agreed to pay within 30 days of the date of the invoice. Parties may make arrangements with the JCA to pre-pay before July 1, 2017. Parties may pay the full two-year amount upfront or may pay the FY 2018 amount within 30 days of the date of the above noted invoice and the FY 2019 amount within 30 day of invoice after July 1, 2018. The total payment obligation will remain the same regardless of the chosen payment option.

Notwithstanding the obligations set forth in this subsection, Multnomah County's in-kind payment shall be made in the manner subsequently determined by the JCA and Multnomah County.

14. Section 9, Metro is added to the list by the following:

To Metro: Metro Debt Manager
Finance & Regulatory Services
600 N.E. Grand Avenue

Portland, Oregon 97214
(503) 797-1913

15. Section 9, State of Oregon is added to the list by the following:

To State: State of Oregon
Oregon Infrastructure Finance Authority
775 Summer St NE, Suite 200
Salem, OR 97301-1280
(503) 986-0123

16. Section 9 is amended to replace "To the Districts Except SIDIC" to read "To the Districts and the JCA Except SIDIC."

17. Exhibit B, ALLOCATION METHODOLOGY FOR REIMBURSEMENT EXPENSES 2, is attached and made part of the IGA.

18. The remainder of the IGA remains unchanged and in full force and effect.

19. 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.

STATE OF OREGON, by and through
Oregon Infrastructure Finance Authority

Approved as to Legal Sufficiency:

By: _____

Title: _____

Date: _____

Attorney General

CITY OF PORTLAND

Approved as to form:

By: _____

Title: _____

Date: _____

Deputy City Attorney

CITY OF GRESHAM

Approved as to form:

By: _____

Title: _____

Date: _____

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

METRO

Approved as to form:

By: _____

Title: _____

Date: _____

Assistant Metro Attorney

PORT OF PORTLAND

Approved as to Legal Sufficiency:

By: _____

Title: _____

Date: _____

Assistant General Counsel

MULTNOMAH COUNTY

Approved as to form:

By: _____

Title: _____

Date: _____

City AttorneySAUVIE ISLAND DRAINAGE
IMPROVEMENT COMPANY

By: _____

Title: _____

Date: _____

MULTNOMAH COUNTY DRAINAGE
DISTRICT NO. 1

By: _____

Title: _____

Date: _____

SANDY DRAINAGE IMPROVEMENT
COMPANY

By: _____

Title: _____

Date: _____

PENINSULA DRAINAGE DISTRICT NO. 1

By: _____

Title: _____

Date: _____

PENINSULA DRAINAGE DISTRICT NO. 2

By: _____

Title: _____

Date: _____

COLUMBIA CORRIDOR DRAINAGE
DISTRICTS JOINT CONTRACTING
AGENCY

By: _____

Title: _____

Date: _____