

EXHIBIT A
THIRD AMENDMENT
to
INTERGOVERNMENTAL AGREEMENT
for
Levee Analysis Cost-Sharing

This third amendment ("Amendment 3") 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 the City of Portland ("the City"), an Oregon municipal corporation; Metro, 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; Peninsula Drainage District No. 2 ("PEN 2"), a special purpose local government organized under ORS Chapter 547; and Columbia Corridor Drainage Districts Joint Contracting Authority ("JCA"), a joint intergovernmental entity created by MCDD, PEN 1, PEN 2, and Sandy Drainage Improvement Company ("SDIC") (collectively, except SDIC, "the Parties," and each individually "a Party").

RECITALS

- A. The Parties entered into the IGA on June 1, 2014 following Portland City Council's approval thereof via Ordinance No. 186599 on May 28, 2014.
- B. Anticipated changes in the IFA loan agreement (A14004) between the City of Portland 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 Amendment 2 to 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.
- D. This is the Third Amendment to the IGA. The First Amendment was effective on September 15, 2014, and the Second Amendment was effective on January 13, 2016.

TERMS

The Parties agree as follows:

1. Recital E 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, the PEN 1 and PEN 2 levees must be certified and accredited. Before the levees can be re-certified, an engineering analysis must be performed to ascertain the levees' flood-control capacity. PEN 1 and PEN 2 have entered into contracts (attached hereto as Exhibit B) with Cornforth Consultants, Inc. ("Cornforth") to complete a portion of this analysis ("the Analysis," described more fully in Exhibit C). PEN 1, PEN 2, MCDD, and the JCA have entered or may enter into contracts with additional consultants as needed to complete the Analysis. Additionally, when authorized by amendment to IFA loan agreement A14004, PEN 1, PEN 2, MCDD, and the JCA may enter into contracts with consultants to perform additional services 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.

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 5.b, as amended by Amendment 2, is replaced in its entirety by the following:

At least 30 days prior to any payment date on the Loan (or any prepayment date if a Party elects to pay its share by a prepayment date, as set forth in Section 5.c below), the City will notify the above Parties of their proportional shares of the Loan repayment due, based on the proportions set forth in Section 5.a above. Those Parties will pay the City within thirty days of such notification. The City's payment schedule is as set forth in 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.

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.

CITY OF PORTLAND

Approved as to form:

By: _____

Title: _____

Date: _____

Deputy 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 DRAINAGE
DISTRICT NO. 1

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: _____