

INTERGOVERNMENTAL AGREEMENT NO. _____; P1-2301-127-IGA

This Intergovernmental Agreement (“this Agreement”) is between the CITY OF PORTLAND, OREGON (“CITY”), and Peninsula Drainage District #1 (“PEN 1”) in an amount not to exceed \$260,000 for Fiscal Year 2022-23 to support PEN 1 operating expenses for providing flood risk reduction and drainage services.

RECITALS:

1. PEN 1 provides flood risk reduction and drainage services for lands within its jurisdiction by operating and maintaining levees and drainage works as authorized under ORS Chapter 547. PEN 1 is one of four drainage districts responsible for operating and maintaining the 27 miles of levees, 45 miles of sloughs, canals, ditches, and culverts, and 12 pump stations that reduce the risk of flooding along the Columbia River and Columbia Slough in urban Multnomah County.
2. PEN 1 is the smallest of the four local drainage districts. Approximately 94% of PEN 1’s 995 acres are public lands including the Portland International Raceway, Heron Lakes Golf Course, the Portland Expo Center, and the Vanport Wetland, with small businesses making up the remaining 6%. The City owns 77% of the land in the district.
3. PEN 1’s primary source of revenue is through property assessments levied on property owners based on property size. Between the land zoned as open space, and the number of properties that are already under Measure 5 tax compression, PEN 1 is unable to assess enough revenue to support the basic operations of the district.
4. In 2019, and with support from CITY (through Levee Ready Columbia IGA), through the enactment of ORS Chapter 550, the Oregon Legislature established the Urban Flood Safety and Water Quality District (UFSWQD), a new special district tasked with modernizing the flood protection infrastructure and developing a new revenue model to replace that of the historic drainage districts (including PEN1, Peninsula Drainage District #2, Multnomah County Drainage District #1, and the Sandy Drainage Improvement Company).
5. In May of 2022, Portland City Council set aside funding for future allocations for several identified projects in support of Levee Ready Columbia and the new UFSWQD. PEN1 operating support, including local sponsorship for Army Corps of Engineers partnership, was one of the approved identified uses for the set-aside.
6. CITY now desires to utilize the set-aside to allocate funds to Peninsula Drainage District # 1 for covering the ongoing operating deficient and help maintain the financial sustainability of PEN 1 in an amount not to exceed \$260,000 per year for Fiscal Year 2022-23.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I - SCOPE OF WORK/OUTCOME MEASURES

PEN 1 agrees to continue to provide flood risk reduction and drainage services that protect CITY’s infrastructure within the jurisdictional boundary of PEN 1 by advancing necessary operational and other activities, and covering the ongoing operating deficient as described in ATTACHMENT A: Scope of Work, ATTACHMENT B: PEN1 FY2022-23 Adopted Budget hereto, which by this reference are incorporated herein and made a part hereof.

ARTICLE II - AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and will terminate on June 30, 2023, unless extended in conformance with Article V, Section G, or terminated in conformance with Article V, Sections A-E. Expenses incurred starting July 1, 2022, are eligible expenses for the IGA funds reimbursement.

ARTICLE III - SPECIFIC CONDITIONS OF THE AGREEMENT

- A. Records: PEN 1 shall maintain all books, general organizational and administrative information, documents, papers, and records of PEN 1 that are related to this Agreement for ten (10) years after CITY makes final payment, or the termination date of this Agreement, whichever is later. PEN 1 shall provide CITY prompt access to these records upon request and permit copying as CITY may require.

- B. CITY Contract Manager: CITY hereby appoints James Allison to act as its Project Manager with regard to this Agreement. CITY may, from time to time, designate another person to act as the City Contract Manager and will inform PEN 1 in writing of any change in Project Manager.

James Allison
City of Portland, Bureau of Environmental
Services
1120 SW 5th Ave., Room 613
Portland, OR 97204
phone: 503-522-4302
email: james.allison@portlandoregon.gov

- C. PEN 1 Project Manager: PEN 1 hereby appoints Janet Olson to act as its Project Manager regarding this Agreement. PEN 1 may, from time to time, designate another person to act as the PEN 1 Project Manager and will inform CITY in writing of any change in Project Manager.

Janet Olson

Peninsula Drainage
District #1 1880 NE
Elrod Drive
Portland OR 97211
phone: 971-378-0526
email: jolson@mcdd.org

- D. Billings/Invoices/Payment: CITY's Contract Manager is authorized to approve work, billings, and invoices submitted pursuant to this award and to carry out all other CITY actions referred to herein in accordance with this Agreement. **The Final Invoice is due no later than July 30th, 2023.**

ARTICLE IV - PAYMENTS

- A. The amount of this Agreement is \$260,000, for operating support, including Army Corps of Engineers local sponsorship. The payment will be made by lump sum to support the adopted FY 2022-23 PEN 1 operating budget, shown in Attachment B.
- B. If for any reason PEN 1 receives a payment under this Agreement and does not use funds, provide required services, or take any actions required by this Agreement, CITY may, at its option, terminate, reduce or suspend any funds that have not been paid and may, at its option, require PEN 1 to immediately refund to CITY the amount improperly expended or received by PEN 1.
- C. Payments under this Agreement may be used only to provide the services or take the actions consistent with this Agreement and shall not be used for any other purpose.
- E. If, for any reason, PEN 1's anticipated services or actions are terminated, discontinued, or interrupted, CITY's payment of funds under this Agreement may be terminated, suspended, or reduced.
- F. PEN 1 will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and PEN 1 services. All such receipts and evidence of payments will promptly be made available to the Contract Manager or other designated persons, upon request.
- G. Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If PEN 1's project is subject to the prevailing wage requirements, PEN 1 will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.
- H. Prevailing wage indemnity. PEN 1 AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY AND ITS EMPLOYEES, OFFICERS,

AND AGENTS HARMLESS FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF PEN 1 'S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

ARTICLE V - GENERAL AGREEMENT PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if PEN 1 uses award funds outside of the scope of this Agreement, or if PEN 1 fails to comply with any other term or condition or to perform any obligations under this Agreement within 30 days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the 30-day cure period, PEN 1 shall commence cure within the 30 days, notify CITY of PEN 1's steps for cure and estimated time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional funds, notwithstanding any payment schedule indicated in this Agreement. PEN 1 shall not perform services or take actions that would require CITY to pay additional funds to PEN 1. PEN 1 shall not spend unused award funds and such unused funds shall be deemed held in trust for CITY. PEN 1 shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on PEN 1's misuse of funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day period unless a written extension of cure period is granted by CITY. PEN 1 shall return all award funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by PEN 1 under this Agreement shall, at the option of CITY, become the property of CITY; and PEN 1 may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the award funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all award funds tendered under this Agreement, and decline to approve or award future funding requests to PEN 1.
- E. Termination by Agreement or for Convenience of City. CITY and PEN 1 may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon 30 days' written notice, terminate this

Agreement for any reason deemed appropriate in its sole discretion. If this Agreement is terminated as provided in this paragraph, PEN 1 shall return any award funds that would have been used to provide services after the effective date of termination. Unless the parties agree otherwise, PEN 1 shall finish any work and services covered by any award funds already paid and shall not commence any new work or services which would require payment from any unused award funds.

- F. Changes in Anticipated Services. If, for any reason, PEN 1's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of award funds may be terminated, suspended or reduced. PEN 1 shall immediately refund to CITY any unexpended funds received by PEN 1.
- G. Amendment. The CITY Director is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Amendments to this Agreement, including any increase or decrease in the award amount, must be in writing and executed by the authorized representatives of the parties and approved as to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, PEN 1 shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. PEN 1 shall take actions to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PEN 1 shall post in conspicuous places, available to employees and applicants for employment, notices, which state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. PEN 1 shall incorporate the foregoing requirements of this section in all other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
- I. Audit. CITY, either directly or through a designated representative, may conduct financial or performance audit of the billings and services under this Agreement or PEN 1 records at any time during this Agreement and during the 10-year period. As applicable, audits will be conducted in accordance with generally-accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to PEN 1 exceeded the amount to which PEN 1 was entitled, then PEN 1 shall repay the amount of the excess to CITY.
- J. Indemnification. PEN 1 shall defend, indemnify, and hold CITY and its officers, agents, and employees harmless from and against all claims, demands, actions, and suits (including all costs) brought against any of

them arising from actions or omissions of PEN 1 and/or its contractors in the performance of this Agreement.

K. Insurance. PEN 1 shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance. PEN 1, its contractors, and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, PEN 1, its contractors, and any employers working under this Agreement shall maintain coverage for all subject workers for the duration of this Agreement.

In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, PEN 1 agrees to require timely renewal of that insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and PEN 1 agrees to provide the CITY such further certification of worker's compensation insurance as renewals of said insurance occur.

2. Commercial General Liability Insurance: PEN 1 shall maintain commercial general liability and property damage insurance that protects PEN 1 and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from PEN 1's work under this IGA. The insurance shall provide coverage for not less than \$2,000,000 per occurrence.

3. Automobile Liability Insurance: PEN 1 shall have automobile liability insurance with coverage of not less than \$2,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the PEN 1's or its contractor's activities to be performed or services to be provided. Grantee shall provide proof of additional insured

coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to City. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

- L. PEN 1's Contractor; Non-Assignment. If PEN 1 utilizes contractors to complete its work under this Agreement, in whole or in part, PEN 1 shall require its contractors to agree, as to the portion contracted, to fulfill all obligations of this Agreement as specified herein. However, PEN 1 shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to PEN 1 hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- M. Independent Contractor Status. PEN 1 and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. PEN 1 will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- N. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two years thereafter, shall have any interest, direct or indirect, in the Agreement or the proceeds thereof. CITY officer or employee who selected PEN 1, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from PEN 1 or be employed by PEN 1 during the term of the Agreement, unless waiver is obtained from CITY in writing.
- O. Oregon Laws and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between CITY and PEN 1 arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- P. Compliance with Law. PEN 1 and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If PEN 1 is a 501(c)(3) organization, PEN 1 shall maintain its nonprofit and tax-exempt status during this Agreement. PEN 1 shall be Equal Employment Opportunity (EEO) and Equal Benefits (EB) certified by CITY to be eligible to receive award funds.

- Q. Independent Financial Audits/Reviews. If PEN 1 receives \$300,000 or more in CITY funding, in any program year, it is required to obtain an independent audit of the CITY-funded program(s).
- R. Severability. CITY and PEN 1 agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- S. Merger. This Agreement contains the entire agreement between CITY and PEN 1 and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- T. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure compliance with this Agreement. Monitoring may include, but is not limited to, on-site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of this Agreement. The frequency and level of monitoring will be determined by the CITY Contract Manager. Notwithstanding such monitoring or lack thereof, PEN 1 remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- U. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and may only be enforced by the parties.
- V. Electronic Transaction; Counterparts. The parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- W. NOTICE: Notices to PEN 1 under this Agreement shall be sent to PEN 1 at the following address:

Jim Middaugh, Executive Director
Peninsula Drainage District # 1
1880 NE Elrod
Drive, Portland
OR 97211
Phone: 971-409-9459
email: jmiddaugh@mcdd.org

NOTICE: Notices to CITY under this Agreement shall be sent to CITY at the following address:

James Allison
City of Portland, Bureau of Environmental Services
1120 SW 5th Ave., Room 613
Portland, OR 97204
Ph:503-522 4302
email: james.allison@portlandoregon.gov

SIGNATURES:

CITY OF PORTLAND

PENINSULA DRAINAGE DISTRICT NO. 1

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

PEN 1 FY 2022-23- Scope of Work Activities

Expected Activities:

Peninsula Drainage District No. 1 (PEN 1) provides flood risk reduction and drainage services, including inspection, maintenance and repair of the levees and drainage works, for certification and accreditation purposes under the National Flood Insurance Program, and to protect the infrastructure of the City of Portland (City) within the jurisdictional boundary of PEN 1. The administration, operation, and projects are provided to PEN 1 by the Multnomah County Drainage District No. 1 (MCDD through an intergovernmental agreement (MCDD Service IGA).

Approximately 94% of PEN 1 's 995 acres are public lands, including PP&R's Portland International Raceway, PP&R's Heron Lakes Golf Course, Metro's Expo Center, and the Port of Portland's Vanport Wetland, with small businesses making up the remaining 6%. The City, by and through PP&R, owns 77% of the district's land. Property assessments levied on property owners serve as PEN 1 's primary source of revenue. Between land zoned as open space, and the number of properties that are already under Measure 5 tax compression, PEN 1 is unable to assess sufficient revenue to support the basic operations of the district. PEN 1 continues to run an operating deficit of over \$100,000. The existing revenue stream, without additional City support, will result in the inability to maintain operations. Additional funding is critical to maintain operations, support projects and other long-deferred capital maintenance, and cover the ongoing deficit. Without adequate funding, this critical flood risk reduction system of the region will continue to deteriorate and may result in greater long-term costs to the community. PEN 1's drainage system has a history of being inadequately funded as a result of tax compression in the district. Operating at a deficit causes reduction in operations, incompleteness of necessary projects, inadequate reinvestment in the aging infrastructure, and a concern around long term viability.

The \$260,000 expense will help ensure that PEN 1 can continue to provide flood risk reduction and drainage services that protect the City's infrastructure within the jurisdictional boundary of PEN 1 by advancing necessary projects and covering the ongoing operating deficit. \$30,000 of the annual expense is allocated to the local sponsorship with the Army Corps of Engineering for Preliminary Engineers and Design (PED).

City support for the PEN1 operating budget is not itemized. The City funding supports the activities planned and listed in the PEN1 FY2022-23 Adopted Budget. Examples of those activities are listed as follows:

MCDD administrative services, cost, and expenses:

There are administrative costs PEN 1 incurred under the MCDD Service IGA. Activities include but are not limited to staff time to organize, schedule, and prepare materials for board meetings, support the annual audit, procure and administer appropriate regulatory permits (e.g. Division of State Lands and US Army Corps of Engineers), prepare and administer the capital plan, etc.

All-District Projects/Programs

These activities support the completion of projects and programs that provide benefits for all the districts.

- Emergency Management Program, which oversees the planning of emergency management in general, plans an annual exercise, prepares and updates hazard mitigation, and oversees our risk communications strategy.
- Participation in the Army Corps of Engineers Portland Metro Levee System project, buy providing local sponsorship of the PED phase for FY 2022-23.

New District Transition Costs

These activities supports several projects that will enable the District to comply with ORS 550, mandating the dissolution of the exiting four drainage districts and the transfer of assets and liabilities to the new district in a consolidation process. The following are PEN 1's contribution to those projects:

- Assets and liabilities evaluation to ensure equity among the districts for the transition;
- Easement review and updates for the transition;
- Strategic asset management to support the asset and liabilities framework for dissolution; and
- Historical document verification for the transition.

Deficit Reduction

PEN 1 continues to run an operating deficit. The requested budget will help ensure that PEN 1 can continue to provide flood risk reduction and drainage services that protect the City's infrastructure within the jurisdictional boundary of PEN 1 by covering the ongoing operating deficient and help maintain the financial sustainability of PEN 1.

PEN1 FY2022-23 BUDGET (ADOPTED)

BUDGET NARRATIVE: City of Portland funding of \$260,000 will augment PEN1 landowner assessment revenues and will support the attached FY2022-23 Adopted Budget.

ATTACHMENT B: PENINSULA DRAINAGE DISTRICT NO. 1

Approved FY 2022-2023 / Revised

2019-20 Actual	2020-21 Actual		2021-22 Budget Adopted	2022-23 Budget Adopted	2022-23 Budget Revised	Budget Variance \$	%
\$ 57,452	\$ 41,451	UNDESIGNATED FUNDS	\$ 28,351	\$ -	\$ 62,376	\$ 34,025	
		DESIGNATED FUNDS					
-	-	Capital Reserve	-	-	-	-	
135,000	135,000	Operating Reserve	90,000	90,000	90,000	-	0%
		Equipment Failure Reserve	-	-	-	-	
135,000	135,000	SUBTOTAL - DESIGNATED FUNDS	90,000	90,000	90,000	-	0%
		RESTRICTED FUNDS					
6,000	6,000	Restoration Projects	6,000	6,000	6,000	-	0%
		Line of Credit Reserve					
17,046	17,046	IFA Loan Repayment	17,046	17,046	17,046	-	0%
23,046	23,046	SUBTOTAL - RESTRICTED FUNDS	23,046	23,046	23,046	-	0%
215,498	199,497	TOTAL ENDING BALANCE/RESERVES	141,397	113,046	175,422	34,025	24%
Assessment Revenue							
243,779	246,715	Current FY Assessment Collected	298,956	307,925	307,925	8,969	
3,500	3,402	Prior FY Assessment Collected	3,500	2,500	2,500	(1,000)	
309	116	Assessment Interest Collected	150	50	50	(100)	
247,588	250,233	Total Assessment Revenue	302,606	310,475	310,475	7,869	3%
Direct Billing Assessments							
		Other	0		0	-	
		Total Direct Billing Assessments				-	
Service Contract Revenue							
47,636	190,288	City of Portland - BES Stormwater IGA	454,429	350,000	107,678	(346,751)	
22	-	City of Portland - Infrastructure Study	-	-	-	-	
60,000	121,037	City of Portland - General Fund	168,000	196,500	196,500	28,500	
-	-	City of Portland - PIR PS Replacement	-	220,000	200,000	200,000	
-	-	City of Portland - PMLS Contribution	-	200,000	57,000	57,000	
-	-	Metro - PMLS Contribution	-	50,000	50,000	50,000	
-	-	Port of Portland - PMLS Contribution	-	50,000	50,000	50,000	
21	-	Port of Portland - Infrastructure Study	-	-	-	-	
107,680	311,325	Total Service Contract Revenue	622,429	1,066,500	661,178	38,749	6%
Other Revenue							
-	-	Development Review Revenue	2,000	2,000	2,000	-	
3,509	727	LGIP Treasury Interest	1,000	500	500	(500)	
453	1,024	Miscellaneous Revenue	300	300	300	-	
-	-	Grant Revenue - State - PMLS Project	-	428,000	428,000	428,000	
75,000	-	Grant Revenue - Federal - PIR PS	-	687,750	687,750	687,750	
78,962	1,751	Total Other Revenue	3,300	1,118,550	1,118,550	1,115,250	33795%
434,229	563,308	Total Revenues	928,335	2,495,525	2,090,203	1,161,868	125%
\$ 649,727	\$ 762,805	TOTAL RESOURCES	\$ 1,069,732	\$ 2,608,571	\$ 2,265,625	\$ 1,195,893	112%
Expenditures							
Materials and Services							
Levee and Drainage System Maintenance							
5,812	9,759	LM Herbicides	15,000	15,000		(15,000)	
12,984	10,593	LM General Maintenance	10,000	10,000		(10,000)	
2,468	3,186	DM General Maintenance	8,000	8,000		(8,000)	
-	244	DM Herbicides	1,000	1,000		(1,000)	
34,849	90,283	PS General Maintenance	22,000	7,000		(22,000)	
		Security Maintenance				-	
-	807	Access Point Maintenance	1,500	1,500	1,500	-	
8,456	12,891	Weekly Flood Control Inspections	12,500	16,000		(12,500)	
		Operations Maintenance Fixed Fee			57,000	57,000	
64,569	127,763	Total Levee and Drainage System Maintenance	70,000	58,500	58,500	(11,500)	-16%
Equipment and Grounds Maintenance							
360	-	SCADA Communications	400	-	-	(400)	
-	30	SCADA Consultants	-	-	-	-	

329	260	SCADA General Maintenance	2,000	2,500	2,500	500		
-	401	SCADA Antenna Lease	-	-	-	-		
689	691	Total Equipment and Grounds Maintenance	2,400	2,500	2,500	100	4%	
Operating Supplies							-	
6,365	9,349	Electricity - Pen 1 PIR Pump Station	10,500	10,500	10,500	-		
6,365	9,349	Total Operating Supplies	10,500	10,500	10,500	-	0%	
Projects and Planning								
Non-Capital Projects								
130	384	GAAP Adjustments	-	-	-	-		
2,671	518	Sediment Management Plan	-	-	-	-		
213	-	Rehabilitation & Inspection Program	-	-	-	-		
-	-	Toe Drain Analysis	30,000	-	-	(30,000)		
2,167	5,763	Development Review	7,000	5,500	5,500	(1,500)		
-	-	City of Portland Tree Plan	-	-	-	-		
1,828	2,056	EOP Emergency Operating Plan	2,500	27,500	27,500	25,000		
583	-	OMM Operating Maint. Manuals	-	-	-	-		
7	-	Integrated Habitat Management	1,950	-	-	(1,950)		
-	-	Invasive Species Management	-	-	-	-		
230	-	Infrastructure Assessment &	-	-	-	-		
-	16,760	District Consolidation Planning	-	-	-	-		
-	-	Development Standards	1,625	2,875	2,875	1,250		
143	-	Incident Responses	-	-	-	-		
-	-	Native Turtle Study	-	-	-	-		
176	-	Boundary Survey	-	-	-	-		
-	936	Document Management	2,210	-	-	(2,210)		
453	651	COP Code Change Negotiations	-	-	-	-		
-	-	Assessment Methodology Review	-	-	-	-		
21,511	27,462	District Boundaries	-	-	-	-		
1,920	547	District Levels of Service	4,581	-	-	(4,581)		
-	-	Project Management Program	-	-	-	-		
-	721	Community Affairs	-	-	-	-		
41	-	USACE/DSL Permit Renewal	-	-	-	-		
2,613	2,347	Houseless Coordination	2,750	7,300	7,300	4,550		
-	8,775	Levee Technical Program	12,500	5,000	5,000	(7,500)		
-	1,460	Columbia Slough Planning	1,033	-	-	(1,033)		
64	-	Columbia River Treaty Coordination	-	-	-	-		
-	3,578	Easement Organization Project	2,413	2,150	2,150	(263)		
-	4,310	Outfall Decommissioning	-	-	-	-		
-	-	PMLS Project Support (Dept 20)	11,331	12,420	12,420	1,089		
-	-	Easement Gap Analysis (Dept 20)	17,856	17,519	17,519	(337)		
-	-	Community Asset Inventory	-	-	-	-		
-	-	Environmental Program	-	2,180	2,180	2,180		
34,752	76,268	Total Projects and Planning	97,749	82,444	82,444	(15,305)	-16%	
Professional Services								
10,583	12,498	Audit Fees & Consultation	13,440	14,112	14,112	672		
6,824	6,982	Legal Services - General	10,000	57,550	57,550	47,550		
1,390	-	Legal Services - Accreditation	-	-	-	-		
4,210	3,207	GIS Consulting	650	1,300	1,300	650		
2,754	-	General Consulting	1,813	-	-	(1,813)		
182	300	Easement & Title Updates	-	-	-	-		
-	-	Diversity, Equity & Inclusion	3,120	-	-	(3,120)		
-	3,497	Strategic Asset Management Plan	2,600	6,908	6,908	4,308		
13,728	13,728	Government Relations	14,378	13,728	13,728	(650)		
1,791	2,871	Community Relations	6,550	7,040	7,040	490		
41,463	43,083	Total Professional Services	52,551	100,638	100,638	48,087	92%	
Contracts and Agreements								
52,558	55,186	Joint Contracting Authority	55,186	57,945	18,120	(37,066)		
-	579	Urban Flood Safety & Water Quality District	-	-	-	-		
138,902	160,639	MCDD No. 1 Administration	140,000	160,639	160,639	20,639		
191,460	216,404	Total Contracts and Agreements	195,186	218,584	178,759	(16,427)	-8%	
Administrative Expenses								

-	-	Community Education	1,900	1,500	1,500	(400)	
		Assessment Refunds				-	
418	802	Advertising	800	800	800	-	
325	-	Meals & Travel	500	500	500	-	
-	59	Landowner Meetings	800	300	300	(500)	
		Training				-	
98	-	Administrative Travel & Meals	-	-	-	-	
		Memberships - Professional				-	
481	466	Dues & Subscriptions	550	500	500	(50)	
-	-	General Advertising	500	500	500	-	
-	-	Events & Sponsorships	1,000	1,000	1,000	-	
5,181	5,519	General Liability Insurance	6,300	6,615	6,615	315	
40	-	Licenses, Permits & Fees	75	75	75	-	
51	13	Bank Fees	30	30	30	-	
98	209	Office Supplies	100	100	100	-	
11	-	Postage & Shipping Expenses	25	25	25	-	
201	-	Security	-	-	-	-	
		Depreciation Expense				-	
6,904	7,067	Total Administrative Expenses	12,580	11,945	11,945	(635)	-5%
\$ 346,200	\$ 480,626	Total Materials and Services	\$ 440,966	\$ 485,111	\$ 445,286	\$ 4,320	1%

Capital Outlay

Capital Projects

		Capital Project Labor & Equipment				-	
381	-	LIP - Administrative	-	-	-	-	
		LIP - Community Education				-	
		LIP - Engineering				-	
		LIP - Deputy Project Manager				-	
		LIP - Governance				-	
-	1,408	PIR Pump Station Structural Upgrade	175,000	187,000	54,000	(121,000)	
		PIR Pump Station Remediation				-	
-	-	PIR Pump Station Replacement	-	971,000	907,750	907,750	
4,237	69,707	OSHA Fall Protection Measures -	70,000	30,000	30,000	(40,000)	
2,712	8,636	Drainage Master Plan	180,000	-	10,000	(170,000)	
-	-	PMLS Project	-	535,000	535,000	535,000	
8,858	2,273	SCADA System Upgrade	-	27,000	2,000	2,000	
16,188	82,024	Total Capital Outlay	425,000	1,750,000	1,538,750	1,113,750	262%

Debt Service

20,000	-	FlexLease 2010E Principal	-	-	-	-	
390	-	FlexLease 2010E Interest	-	-	-	-	
40	-	Debt Service Fees	-	-	-	-	
		Line of Credit Interest				-	
57,169	59,838	Commercial Loan Principal	62,651	62,651	71,998	9,347	
10,244	7,575	Commercial Loan Interest	4,762	4,762	1,586	(3,176)	
		IFA #1 Loan Principal				-	
		IFA #1 Loan Interest				-	
87,843	67,413	Debt Service	67,413	67,413	73,584	6,171	9%

\$ 450,231	\$ 630,063	Total Expenditures	\$ 933,379	\$ 2,302,524	\$ 2,057,620	\$ 1,124,241	120%
(16,002)	(66,754)	Excess Revenue Over (Under) Expenditures	(5,044)	193,000	32,583	37,627	-746%

41,451	19,699	UNDESIGNATED FUNDS	-	-	-	-	-
		DESIGNATED FUNDS					
-	-	Capital Reserve	-	193,000	94,958	94,958	
135,000	90,000	Operating Reserve	113,307	90,000	90,000	(23,307)	-21%
-	-	Equipment Failure Reserve	-	-	-	-	
135,000	90,000	SUBTOTAL - DESIGNATED FUNDS	113,307	283,000	184,958	71,651	63%
		RESTRICTED FUNDS					
6,000	6,000	Restoration Projects	6,000	6,000	6,000	-	0%
-	-	Line of Credit Reserve	-	-	-	-	
17,046	17,046	IFA Loan Repayment	17,046	17,046	17,046	-	0%
23,046	23,046	SUBTOTAL - RESTRICTED FUNDS	23,046	23,046	23,046	-	0%
199,497	132,745	TOTAL ENDING BALANCE/RESERVES	136,353	306,046	208,004	71,651	53%
		TOTAL REQUIREMENTS	1,069,732	2,608,570	2,265,624	1,195,892	112%
		Net Resources / Requirements	\$ -	\$ 0	\$ 0		