

**AMENDED AND RE-STATED
INTERGOVERNMENTAL AGREEMENT NO. 30008558; P1-2304-129-IGA**

This intergovernmental agreement (“this Agreement”) is between the CITY OF PORTLAND, OREGON (“CITY”), and Peninsula Drainage District #1 (“PEN 1”). It amends and re-states in its entirety that certain intergovernmental agreement 30008558 authorized by Ordinance No. 191394 (“the IGA”). This Agreement is in an amount not to exceed \$487,772 for Fiscal Year 2023-24 to support PEN 1 operating expenses for providing flood risk reduction and drainage services, including Army Corps of Engineers local sponsorship and repayment of debt owed to CITY.

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%. CITY owns 77% of the land in the district.
3. In 2014, as authorized by Ordinance No. 186599 (adopted May 28, 2014), the City entered into an intergovernmental agreement with PEN 1 and other local partners (“the Cost-Sharing IGA,” effective date June 1, 2014). The Cost-Sharing IGA governed the terms of reimbursement of the City by PEN 1 and other Parties to that IGA for some portion of the principal and interest of a then-forthcoming Oregon Infrastructure Finance Authority (“IFA”) Loan that the City expected to receive and manage on behalf of the IGA partners.
4. As anticipated, the City entered into an IFA loan agreement with Business Oregon (titled “Executed Agreement for Special Public Works Fund, Portland Levee Accreditation Evaluation & Alternative Design (Peninsula Drainage Districts No. 1 & No. 2), Project No. A14004,” executed July 1, 2014). As agreed, the loan proceeds were used to complete an engineering evaluation of the then-current condition of the PEN 1 and Peninsula Drainage No. 2 levee systems and the interior drainage systems operating behind them in support of eventual federal accreditation of those levee systems.
5. 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 or meet its financial obligations to CITY under the Cost-Sharing IGA, which are past due.
6. Further, PEN 1 has determined it will not be able to meet those financial obligations to CITY prior to consolidation with the other Columbia Corridor Drainage Districts into the new Urban Flood Safety and Water Quality District (UFSWQD), expected in the coming one to two years.
 7. PEN 1's total outstanding financial obligation to CITY under the Cost-Sharing IGA is \$77,771.79.
 8. 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).
 9. Repayment of its obligations under the Cost-Sharing IGA without external funding assistance to do so would threaten PEN 1's solvency, but PEN 1 has also determined that continuing to carry this debt would present challenges for PEN 1's desired consolidation into the UFSWQD.
 10. For this reason, PEN 1 wishes to use part of the operating support requested of CITY for FY23-24 under this Agreement to fully repay the \$77,771.79 it owes to CITY under the Cost-Sharing IGA prior to the end of FY23-24.
 11. CITY has a strong interest in ensuring PEN 1 remains solvent and is consolidated into the UFSWQD so that the UFSWQD can manage PEN 1 infrastructure in the future, rather than having that responsibility potentially fall to CITY, as it has at certain times in the past.
 12. In June of 2023, and subsequently in October of 2023, the Portland City Council allocated funding for several identified projects in support of Levee Ready Columbia and the new UFSWQD (Council Ordinance No. 191334, adopted June 21, 2023, and Council Ordinance No. 191482, adopted October 11, 2023). PEN 1 operating support, including local sponsorship for Army Corps of Engineers partnership, was one of the approved identified uses for those funds.
 13. In addition, CITY's Debt Management Division has identified

funds in CITY's Special Projects Debt Service Fund that may appropriately be used in FY23-24 for the purpose described in paragraph 10 above.

14. CITY now desires to utilize funds described in paragraphs 12 and 13 above to transfer funds to PEN 1 to cover the ongoing operating deficit, help maintain the financial sustainability of PEN 1, and support consolidation of PEN 1 into the UFSWQD in an amount not to exceed \$487,772 for Fiscal Year 2023-24.

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 deficit as described in ATTACHMENT A: Scope of Work and ATTACHMENT B: PEN1 FY2023-24 Adopted Budget hereto, which by this reference are incorporated herein and made a part hereof. CITY-funded Scope of Work includes partial funding of the Army Corps of Engineers Preliminary Engineering Design (PED) phase of the Portland PMLS project.

ARTICLE II - AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and will terminate on June 30, 2024, unless extended in conformance with Article V, Section G, or terminated in conformance with Article V, Sections A-E. Expenses incurred starting July 1, 2023, are eligible expenses for 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 Rachele Altman to act as its Project Manager with regard to this Agreement. CITY may, from time to time, designate another person to act as CITY's Contract Manager and will inform PEN 1 in writing of any change in Project Manager.

Rachele Altman
Contract Senior Project Manager for the City of Portland
CMTS, LLC
phone: (424) 439-0694

email: rachele.altman@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, 2024.**

ARTICLE IV - PAYMENTS

- A. The initial maximum amount of CITY funding under this Agreement is \$457,772 for operating support of PEN 1, including Army Corps of Engineers local sponsorship and support for PEN 1 fully repaying its debt to CITY under the Cost-Sharing IGA. Up to an additional \$30,000 may be transferred from CITY to PEN 1 for use in meeting Army Corps of Engineers local sponsorship funding requirements if requests for such payments are invoiced by PEN 1 and approved in writing by CITY's Chief Administrative Officer.
- B. Payments from CITY to PEN1. Payments from CITY to PEN 1 under this Agreement will be made by lump sums to support the adopted FY 2023-24 PEN 1 operating budget, shown in Attachment B. Invoice and payment schedule is shown on Attachment C: Invoice and Payment Schedule.
- C. Payments from PEN 1 to CITY. Payments from PEN 1 to CITY under this Agreement will be made by lump sum. Invoice and payment schedule is shown on Attachment C: Invoice and Payment Schedule.
- D. 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.
- E. 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.

- F. 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.
- G. 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.
- H. 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.
- I. 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. CITY Contract Manager 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 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 CITY and CITY's 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 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 CITY's 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:

Rachele Altman
 Contract Senior Project Manager for the City of Portland
 CMTS, LLC
 phone: (424) 439-0694
 email: rachele.altman@portlandoregon.gov

CITY may, from time to time, designate another person to receive notices to CITY under this agreement and will inform PEN 1 in writing of any such change.

SIGNATURES:

CITY OF PORTLAND

PENINSULA DRAINAGE DISTRICT NO. 1

Michael Jordan

Jim Middaugh

Chief Administrative Officer

Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

 Deputy City Attorney

Date: _____

ATTACHMENT A: PEN 1 FY 2023-24- 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.

\$307,772 of the annual 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, including repayment of past-due debt owed to the City under the Cost-Sharing IGA. \$150,000 of the annual expense is allocated to the local sponsorship with the Army Corps of Engineering for Preliminary Engineers and Design (PED). PEN 1 may request up to an additional \$30,000 in contingency funds from the City if the Corps' local sponsorship requirement for the City's FY24 is higher than expected and PEN-1 determines it needs additional City support to meet that obligation.

City support for the PEN1 operating budget is not itemized. The City funding supports the activities planned and listed in the PEN1 FY2023-24 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, by providing local sponsorship of the PED phase for FY 2023-24

New District Transition Costs

These activities support 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 contributions 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.
- Full repayment of PEN 1's debt past due and owed to the City under the Cost-Sharing IGA.

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 deficit and help maintain the financial sustainability of PEN 1.

ATTACHMENT B: PEN 1 FY2023-24 BUDGET (AMENDED)

BUDGET NARRATIVE EXCERPT FROM PEN 1 FY2023-24 BUDGET (AMENDED): City of Portland funding of \$457,772 will augment PEN1 landowner assessment revenues and will support the attached FY2023-2024 Amended Budget.

**PENINSULA DRAINAGE DISTRICT #1
FY 2023-2024 AMENDED BUDGET**

Year End Actual 2020/21	Year End Actual 2021/22	Adjusted Budget 2022/23	Year End Estimate 2022/23	PEN 1 TOTAL		Amended Budget 2023/24	Change from prior year	% Change from prior year
RESOURCES								
BEGINNING BALANCE								
\$ 41,451	\$ 19,699	\$ 62,376	\$ 62,376	UNDESIGNATED FUNDS		\$ 56,045	\$ (6,331)	-10.1%
DESIGNATED FUNDS								
135,000	90,000	90,000	90,000	Operating Reserve	90,000	-	-	0.0%
-	-	-	-	Capital Reserve	105,000	105,000	105,000	100.0%
135,000	90,000	90,000	90,000	SUBTOTAL - DESIGNATED FUNDS	195,000	105,000	105,000	116.7%
RESTRICTED FUNDS								
6,000	6,000	6,000	6,000	Restoration Projects	6,000	-	-	0.0%
17,046	17,046	17,046	17,046	IFA Loan Repayment	17,046	-	-	0.0%
23,046	23,046	23,046	23,046	SUBTOTAL - RESTRICTED FUNDS	23,046	-	-	0.0%
199,497	132,745	175,422	175,422	TOTAL BEGINNING BALANCE	274,091	98,669	98,669	56.2%
REVENUE								
ASSESSMENT REVENUE								
General Assessment Revenue								
246,715	295,398	307,925	312,000	Current year assessments	315,586	7,661	7,661	2.5%
3,402	3,451	2,500	3,000	Prior year assessments	3,000	500	500	20.0%
116	84	50	75	Interest	75	25	25	50.0%
250,233	298,933	310,475	315,075	Total ASSESSMENT REVENUE	318,661	8,186	8,186	2.6%
CONTRACT REVENUE								
190,288	288,978	107,678	69,834	City of Portland BES Stormwater	29,589	(78,089)	(78,089)	-72.5%
121,037	168,000	196,500	230,000	City of Portland Other	230,000	33,500	33,500	17.0%
-	-	-	-	City of Portland - Loan Funding	77,772	77,772	77,772	100.0%
-	-	200,000	-	City of Portland - PIR PS Replacement	137,970	(62,030)	(62,030)	-31.0%
-	-	-	-	City of Portland - PIR PS Repair	110,000	110,000	110,000	100.0%
-	-	57,000	30,000	City of Portland - PMLS Contribution	150,000	93,000	93,000	163.2%
-	-	50,000	50,000	Metro - PMLS Contribution	-	(50,000)	(50,000)	-100.0%
-	-	50,000	25,000	Port of Portland - PMLS Contribution	25,000	(25,000)	(25,000)	-50.0%
311,325	456,978	661,178	404,834	Total CONTRACT REVENUE	760,331	99,153	99,153	15.0%
OTHER REVENUE								
-	-	2,000	-	Development Review	2,000	-	-	0.0%
727	452	500	3,000	LGIP Interest	1,000	500	500	100.0%
1,024	894	300	5,528	Miscellaneous	1,000	700	700	233.3%
-	-	428,000	-	Grant Revenue - State - PMLS Project	729,615	301,615	301,615	70.5%
-	-	687,750	-	Grant Revenue - Federal - PIR PS	519,030	(168,720)	(168,720)	-24.5%
1,751	1,346	1,118,550	8,528	Total OTHER REVENUE	1,252,645	134,095	134,095	12.0%
563,309	757,257	2,090,203	728,437	TOTAL PEN 1 REVENUE	2,331,637	241,434	241,434	11.6%
762,806	890,002	2,265,625	903,859	TOTAL PEN 1 RESOURCES	2,605,728	340,103	340,103	15.0%
REQUIREMENTS								
EXPENDITURES								
MATERIALS & SERVICES								
Levee and drainage system maintenance								
9,759	7,271	-	-	LM Herbicides	-	-	-	-
10,593	8,534	-	-	LM General Maintenance	-	-	-	-
3,186	5,390	-	-	DM General Maintenance	-	-	-	-
244	1,092	-	-	DM Herbicides	-	-	-	-
90,283	16,297	-	-	Flood/Erosion Control Materials	-	-	-	-
807	186	-	-	PS General Maintenance	5,000	5,000	5,000	100.0%
12,891	18,033	-	-	Weekly Flood Control Inspections	-	-	-	-
-	-	1,500	2,000	Access Point Maintenance	1,500	-	-	0.0%
-	-	57,000	57,000	Operations Maintenance Fixed Fee	62,946	5,946	5,946	10.4%

**PENINSULA DRAINAGE DISTRICT #1
FY 2023-2024 AMENDED BUDGET**

Year End Actual 2020/21	Year End Actual 2021/22	Adjusted Budget 2022/23	Year End Estimate 2022/23	PEN 1 TOTAL	Amended Budget 2023/24	Change from prior year	% Change from prior year
127,763	56,803	58,500	59,000	Total Levee and drainage system maintenance	69,446	10,946	18.7%
				<u>Equipment & grounds maintenance</u>			
691	2,131	2,500	2,401	SCADA Maintenance	2,901	401	16.0%
691	2,131	2,500	2,401	Total Equipment & grounds maintenance	2,901	401	16.0%
				<u>Operating Supplies</u>			
9,349	13,071	10,500	15,000	Electricity	12,075	1,575	15.0%
9,349	13,071	10,500	15,000	Total Operating Supplies	12,075	1,575	15.0%
				<u>Projects & Planning</u>			
-	287	-	-	Rehabilitation & Inspection Program (RIP)	-	-	-
902	-	-	-	Sediment Management Plan	-	-	-
-	29,327	-	-	Toe Drain Analysis	-	-	-
-	-	-	-	District Dissolution	2,000	2,000	100.0%
5,763	2,287	5,500	12,500	Development Review	10,000	4,500	81.8%
2,056	2,168	27,500	25,500	EOP Emergency Operating Plan	5,160	(22,340)	-81.2%
-	42	-	-	Integrated Habitat Management	-	-	-
16,760	31	-	-	District Consolidation Planning	-	-	-
-	92	2,875	1,200	Development Standards	2,300	(575)	-20.0%
-	2,477	-	108	Incident Responses	-	-	-
936	-	-	-	Document Management	-	-	-
651	739	-	-	COP Code Change Negotiations	-	-	-
27,462	-	-	-	District Boundaries	-	-	-
547	5,523	-	100	District Levels of Service	-	-	-
-	8	-	-	Project Management Program Implementation	-	-	-
721	353	-	-	Community Affairs	-	-	-
2,347	6,534	7,300	4,500	Houseless Coordination	5,031	(2,269)	-31.1%
-	-	-	-	Asset Management Program	5,324	5,324	100.0%
8,775	2,328	5,000	1,000	Levee Technical Program	5,000	-	0.0%
1,460	1,261	-	-	Columbia Slough Planning	-	-	-
3,578	1,768	2,150	2,000	Easement Organization Project	4,600	2,450	114.0%
4,310	-	-	-	Outfall Decommissioning	-	-	-
-	-	-	-	OSHA Fall Protection Measures - Ditches	5,000	5,000	100.0%
-	-	-	-	FEMA Accreditation I-5 and Marine Drive	2,500	2,500	100.0%
-	-	-	20,000	Repair Pump and Motor at PIR Pump Station	110,000	110,000	100.0%
-	3,542	12,420	12,500	PMLS Project Support	31,945	19,525	157.2%
-	8,955	17,519	16,000	Easement Gap Analysis	11,550	(5,969)	-34.1%
-	-	-	43	Conveyance Mapping	-	-	-
-	-	2,180	4,310	Environmental Program	12,776	10,596	486.1%
76,268	67,722	82,444	99,761	Total Projects & Planning	213,186	130,742	158.6%
				<u>Contracts & Agreements</u>			
55,186	55,186	18,120	18,120	Joint Contracting Authority	62,226	44,106	243.4%
579	-	-	-	UFSWQD	10,000	10,000	100.0%
160,639	158,107	160,639	160,639	MCDD Administration	177,396	16,757	10.4%
216,404	213,293	178,759	178,759	Total Contracts & Agreements	249,622	70,863	39.6%
				<u>Professional Services</u>			
12,498	14,149	14,112	13,250	Audit Fees & Consultation	15,300	1,188	8.4%
6,982	4,009	57,550	10,000	Legal Services - General	48,000	(9,550)	-16.6%
3,207	481	1,300	1,300	GIS Consulting	1,300	-	0.0%
300	38	-	-	General Consulting	-	-	-
3,497	-	6,908	6,908	Strategic Asset Management Plan	-	(6,908)	-100.0%
13,728	13,728	13,728	13,728	Government Relations	13,728	-	0.0%
2,871	4,853	7,040	3,000	Community Relations	5,722	(1,318)	-18.7%
43,083	37,258	100,638	48,186	Total Professional Services	84,050	(16,588)	-16.5%
				<u>Administrative Expenses</u>			
-	-	1,500	1,500	Community Education	2,815	1,315	87.7%
802	574	800	800	Advertising	800	-	0.0%
-	-	500	500	Meals & Travel	500	-	0.0%
59	196	300	300	Landowner Meetings	300	-	0.0%

**PENINSULA DRAINAGE DISTRICT #1
FY 2023-2024 AMENDED BUDGET**

Year End Actual 2020/21	Year End Actual 2021/22	Adjusted Budget 2022/23	Year End Estimate 2022/23	PEN 1 TOTAL	Amended Budget 2023/24	Change from prior year	% Change from prior year
466	482	500	500	Dues & Subscriptions	500	-	0.0%
-	-	500	-	General Advertising	500	-	0.0%
-	-	1,000	1,000	Events & Sponsorships	1,000	-	0.0%
5,519	6,071	6,615	7,224	General Liability Insurance	8,030	1,415	21.4%
-	-	75	75	Licenses, Permits & Fees	-	(75)	-100.0%
13	256	30	300	Bank Fees	300	270	900.0%
208	374	100	100	Office Supplies	100	-	0.0%
-	65	26	150	Postage & Shipping Expenses	50	24	92.3%
7,067	8,018	11,946	12,449	Total Administrative Expenses	14,895	2,949	24.7%
480,625	398,296	445,287	415,556	Total MATERIALS & SERVICES	646,175	200,888	45.1%
				CAPITAL OUTLAY			
1,408	69,687	54,000	54,000	PIR Pump Station Structural Upgrade	-	(54,000)	-100.0%
-	-	907,750	-	PIR Pump Station Replacement	657,000	(250,750)	-27.6%
69,706	19,301	30,000	77,500	OSHA Fall Protection Measures - Ditches	-	(30,000)	-100.0%
2,273	-	2,000	-	SCADA System Upgrade	26,000	24,000	1200.0%
8,636	159,883	10,000	9,128	Drainage Master Plan	-	(10,000)	-100.0%
-	-	535,000	-	PMLS Project	912,020	377,020	70.5%
82,023	248,871	1,538,750	140,628	Total CAPITAL OUTLAY	1,595,020	56,270	3.7%
				DEBT SERVICE			
				Commercial Loan			
-	-	-	-	IFA Loan	77,772	77,772	100.0%
59,838	62,654	71,998	71,998	Commercial Loan Principal	4,568	(67,430)	-93.7%
7,575	4,759	1,586	1,586	Commercial Loan Interest	17	(1,569)	-98.9%
67,413	67,413	73,584	73,584	Total DEBT SERVICE	82,357	8,773	11.9%
630,061	714,580	2,057,621	629,768	TOTAL PEN 1 EXPENDITURES	2,323,552	265,931	12.9%
				ENDING BALANCE/RESERVES			
19,699	62,376	-	56,045	Undesignated Balance	71,534	71,534	-
				Designated Reserves			
-	-	94,958	105,000	Capital Reserve	97,596	2,638	2.8%
90,000	90,000	90,000	90,000	Operating Reserve	90,000	-	0.0%
90,000	90,000	184,958	195,000	SUBTOTAL DESIGNATED RESERVES	187,596	2,638	1.4%
				Restricted Funds			
6,000	6,000	6,000	6,000	Restoration Projects	6,000	-	0.0%
17,046	17,046	17,046	17,046	IFA Loan Repayment	17,046	-	0.0%
23,046	23,046	23,046	23,046	SUBTOTAL RESTRICTED FUNDS	23,046	-	0.0%
132,745	175,422	208,004	274,091	TOTAL ENDING BALANCE/RESERVES	282,176	74,172	35.7%
\$ 762,806	\$ 890,002	\$ 2,265,625	\$ 903,859	TOTAL PEN 1 REQUIREMENTS	\$ 2,605,728	\$ 340,103	15.0%

ATTACHMENT C: INVOICE AND PAYMENT SCHEDULE

Funding Transfers from CITY to PEN 1

PED Contribution to PEN 1 - \$150,000 to \$180,000

PEN 1 will invoice CITY in the first quarter of FY24. Invoices for this work will be payable within 10 days. At the time of adoption of this Agreement, PEN 1 did not expect to need the additional contingency funds of up to \$30,000 and so invoicing for those additional funds is not scheduled.

Operating Deficit Support to PEN 1 - \$307,772

PEN 1 will invoice CITY \$70,000 to fund deficit Operating costs by September 10th, 2023. An additional \$160,000 will be invoiced by December 10th, 2023. Those first two invoices will be payable within 30 days of Invoice. The remaining \$77,772 will be invoiced within 7 days of this amended Agreement taking effect and will be payable within 10 days.

Funding Transfers from PEN 1 to CITY

Debt Repayment by PEN 1 to CITY - \$77,772

CITY will invoice PEN 1 \$77,772 for repayment of PEN 1 financial obligations to CITY under the Cost-Sharing IGA within 7 days of the City sending \$77,772 to PEN 1 under this Agreement for the purpose of facilitating such repayment. The invoice will be payable within 10 days.