

Exhibit A

FIRST AMENDMENT

to

INTERGOVERNMENTAL AGREEMENT

for

Levee Analysis Cost-Sharing

This first amendment (“this Amendment”) 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 _____, 2014 (“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; and Peninsula Drainage District No. 2 (“PEN 2”), a special purpose local government organized under ORS Chapter 547 (collectively, “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. Certain arrangements among MCDD, PEN 1, and PEN 2 have made it necessary to amend the IGA.

TERMS

The Parties agree as follows:

1. Recital E of the IGA 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, and MCDD have entered or may enter into contracts with additional consultants as needed to complete the Analysis.

2. Term 3 of the IGA is replaced in its entirety by the following:

Beginning on or soon after the date the City executes the Loan, MCDD will forward to the City copies of invoices MCDD receives from consultants retained by PEN 1, PEN 2, or MCDD for work performed as part of the Analysis up to a maximum of \$1.4 million, excluding general administration, community outreach, and legal costs. The City will submit the invoices to the IFA for loan disbursements. Upon receipt of loan disbursements, the City will arrange to send the loan disbursements to PEN 1, PEN 2, or MCDD, as appropriate, as soon thereafter as reasonably possible. PEN 1, PEN 2, and MCDD will use the City's payments solely for payment of invoices for work performed as part of the Analysis. As manager of PEN 1 and PEN 2 pursuant to the District IGAs, MCDD will be responsible for administering these requirements as more fully described in Section 2 of this Agreement.

- 3. The remainder of the IGA remains unchanged and in full force and effect.
- 4. 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: _____