

**DRAFT SECOND AMENDMENT**  
**to**  
**INTERGOVERNMENTAL AGREEMENT**  
**for**  
**Levee Analysis Cost-Sharing**

This second 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 \_\_\_\_\_, 2015 (“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 and a change in the IFA Loan Repayment Schedule have made it necessary to amend the IGA.
- C. This is the Second Amendment to the IGA.

**TERMS**

The Parties agree as follows:

- 1. Section 5.b 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 first payment date on the Loan is expected to be December 1, 2017, and the final payment date is expected to be no later than December 1, 2024.

- 2. A new Section 20 is added as follows:

IGA Entity. MCDD, PEN 1, PEN 2, and SDIC have entered into an intergovernmental agreement pursuant to ORS 190.085 to create an intergovernmental entity to act as a joint contracting agency for the purposes of receipt and expenditure of funds and contracting for goods, services, and construction services for the Project. The entity is entitled the "Columbia Corridor Drainage Districts Joint Contracting Authority" ("CCDDJCA" or "JCA"). Upon 30 days' written notice to the Parties that the JCA has been created and is ready to conduct business, the JCA will assume the duties and responsibilities of MCDD with regard to receipt and distribution of funding and entering into and administering contracts under this Agreement. MCDD and PEN 1 and PEN 2 remain jointly responsible for ensuring that they and the JCA carry out the obligations under this IGA.

- 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

By: _____	Approved as to form:
Title: _____	
Date: _____	_____ Deputy City Attorney

METRO

By: _____	Approved as to form:
Title: _____	
Date: _____	_____ Assistant Metro Attorney

PORT OF PORTLAND

By: _____	Approved as to Legal Sufficiency:
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: \_\_\_\_\_