



DAN JOHNSON  
MANAGER

**DEVELOPMENT AGENCY**

January 7, 2016

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to the Funding Agreement between  
Clackamas County and the Clackamas County Development Agency

<b>Purpose/Outcomes</b>	Amendment to clarify funding allocation allowing the Agency to cover additional debt service on the Brooks Building, location of the Clackamas County Sheriff's Office (CCSO) administrative facilities.
<b>Dollar Amount and Fiscal Impact</b>	Up to \$2,500,000
<b>Funding Source</b>	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District – no County General Funds involved.
<b>Duration</b>	The Agreement will be in effect for 5 years from the date the County receives Agency funds.
<b>Previous Board Action</b>	The Funding Agreement was approved on November 5, 2015, Agenda item 110515-IV1
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Dan Johnson, Assistant Director, Clackamas County Department of Transportation and Development – (503) 742-4325
<b>Contract No.</b>	N/A

**BACKGROUND:**

On November 5, 2015, the Board approved an Intergovernmental Agreement between the Development Agency and Clackamas County for coverage of debt service for the Brooks Building, CCSO administrative facility.

Amendment No. 1 to this Agreement outlines payment of funds consistent with the current debt service payment schedule.

**RECOMMENDATION:**

Staff recommends the Board approve and execute Amendment No. 1 to the Funding Agreement with Clackamas County in order to provide the funding necessary for improvements to the Clackamas County Sheriff's Office public safety facilities.

Respectfully submitted,

Dan Johnson  
Assistant Director, Department of Transportation and Development

**CLACKAMAS COUNTY SHERIFF'S OFFICE  
FUNDING AGREEMENT  
AMENDMENT No. 1**

This Amendment No. 1 to the Clackamas County Sheriff's Office Funding Agreement is entered into and is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon (the "Agency"), and Clackamas County (the "County") on behalf of the Clackamas County Sheriff's Office (the "Sheriff"). The Agency and the County hereby agree as follows:

**RECITALS:**

- A. The Agency is undertaking to carry out the Clackamas Town Center Urban Renewal Plan (the "Plan") pursuant to ORS Chapter 457. The Plan was duly adopted and approved by the Board of County Commissioners on December 30, 1980, and most recently amended on June 16, 2005.
- B. On November 5, 2015, the Board of County Commissioners and the Board of County Commissioners acting as the governing body of the Clackamas County Development Agency approved the Clackamas County Sheriff's Office Funding Agreement (the "Agreement") whereby the Agency was to direct up to Two Million Five Hundred Thousand Dollars (\$2,500,000) (defined therein as the "Agency Funds"), to the Sheriff for purposes of servicing the debt obligation associated with the Brooks Building, which is the Sheriff's main office is located at 9101 SE Sunnybrook Blvd, Clackamas, OR 97015.
- C. A portion of the Agency Funds have already been transferred from the Agency to the Sheriff. The parties acknowledge that it will be in the best interest of the parties to distribute the remainder of the Agency Funds to the Sheriff over time, as described herein.
- D. The parties desire to modify Section 1 of the Agreement to acknowledge the payments that have already been made by the Agency, and to establish a distribution schedule for the remainder of the Agency Funds.

**AGREEMENT:**

**Section 1: Amendment**

Section 1 of the Agreement, reads as follows:

*"Within 60 days of receipt of the Agency Funds, defined below, the County agrees to apply the entirety of the Agency Funds to the debt obligation associated with the Project. For the purposes of clarity, the parties agree that placing the Agency Funds into a debt retirement account, sinking fund or other restricted designation meets the application requirement.*

*The County, through the Sheriff, or its successors agrees to operate the Brooks Building or cause this facility to be operated to provide or support year-round public safety and protection services to the Plan area. The County, through the Sheriff, shall maintain and operate the Brooks Building for the purpose stated herein for at least fifteen (15) years from the date of receipt of the Agency Funds.*

*At the time of execution hereof, the County or its successors shall own, and have all ownership responsibility and duties regarding the Brooks Building. Such ownership is subject to the terms of this agreement."*

Section 1 of the Agreement shall be deleted in its entirety and replaced with the following:

*"The parties acknowledge that \$1,310,000 of the Agency Funds, defined below, were transferred from the Agency to the County on April 9, 2015 and were applied retroactively to the Fiscal Year ("FY") 13-14 and FY 14-15 debt obligation associated with the Project.*

*On or before June 30, 2016 the Agency agrees to transfer to the County the sum of \$847,063, which is a portion of the Agency Funds, and the County agrees to apply the same to the FY 15-16 debt obligation associated with the Project.*

*On or before June 30, 2017 the Agency agrees to transfer to the County the sum of \$342,937, which is the remainder of the Agency Funds, and the County agrees to apply the same to the FY 16-17 debt obligation associated with the Project.*

*For the purposes of clarity, the parties agree that placing the Agency Funds into a debt retirement account, sinking fund or other restricted designation meets the application requirement.*

*The County, through the Sheriff, or its successors agrees to operate the Brooks Building or cause this facility to be operated to provide or support year-round public safety and protection services to the Plan area. The County, through the Sheriff, shall maintain and operate the Brooks Building for the purpose stated herein for at least fifteen (15) years from the date of receipt of the Agency Funds.*

*At the time of execution hereof, the County or its successors shall own, and have all ownership responsibility and duties regarding the Brooks Building. Such ownership is subject to the terms of this agreement."*

**Section 2: No Further Amendment**

Except as expressly amended herein, all the terms and conditions of the Agreement shall remain in full force and effect. No other amendment or modification of the Agreement is intended or may be implied from the amendments set out in this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Agency and the County have executed this Amendment No. 1 to the Clackamas County Sheriff's Office Funding Agreement as of the date first above written.

**"AGENCY"**

BOARD OF COUNTY COMMISSIONERS acting as  
the governing body of the Clackamas County  
Development Agency

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Recording Secretary

**"COUNTY"**

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Recording Secretary

**"SHERIFF"**

CLACKAMAS COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Craig Roberts  
Sheriff