



November 14, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Acting as North Clackamas Parks and Recreation District Board of Directors

Approval of an Amendment to a Purchase and Sale Intergovernmental Agreement with Clackamas County for the sale of the property at 15301 SE 92nd Avenue, Clackamas. Sale price is \$3,500,000. Funding is through Supportive Housing Services, Community Mental Health Program, and American Rescue Plan Act funds. No County General Funds are involved.

Previous Board Action/Review	October 17, 2024 – Business Meeting: Approval of Original IGA. September 10, 2024 – Briefed at Issues August 7, 2024 – Policy Session June 25, 2024 – Briefed at Issues		
Performance Clackamas	1. Ensure safe, healthy, and secure communities		
Counsel Review	Yes	Procurement Review	N/A
Contact Person	Kia Selley	Contact Phone	(971) 337-6867

EXECUTIVE SUMMARY: The North Clackamas Parks and Recreation District (NCPRD) requests Board approval of an amendment to the Intergovernmental Agreement (IGA) with Clackamas County for the purchase of the property 15301 SE 92nd Avenue in Clackamas for \$3,500,000.

The Board approved the original IGA at the October 17, 2024 Business Meeting; however, that IGA included a zoning contingency (Section 12) which allowed the property to be returned to NCPRD if re-zoning wasn't completed. The Board decided to purchase the property regardless of the zoning; therefore, the following language should be deleted:

*12. **Rezoning Contingency.** Upon Closing and receipt of the funds, Seller shall deposit the \$3,500,000 into a separate interest-bearing account, which may not be commingled with any of Seller's other funds. Seller shall not use the \$3,500,000 until Buyer has provided written notice that the rezoning of the Property has been successfully completed.*

In the event Buyer provides Seller written notice that the rezoning has been successfully completed, or the Property has not been rezoned within eighteen (18) months of Closing of this Agreement and Buyer has not requested return of the \$3,500,000, as provided below, Seller may immediately access the \$3,500,000, together with any accrued interest.

In the event Buyer provides Seller written notice that the rezoning has not occurred, and Buyer has determined in its reasonable discretion that rezoning is not feasible or that the Property cannot be used for its intended purpose, the following shall occur: (1) Seller shall return the \$3,500,000 to Buyer, together with any accrued interest; and (2) Buyer shall immediately reconvey the Property to Seller by statutory warranty deed.

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RECOMMENDATION: Staff respectfully request that the Board amend the agreement to remove Section 12 and authorize Chair Smith to sign on behalf of NCPRD.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kia Selley". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Kia Selley, *RLA*
Director, North Clackamas Parks and Recreation District

**AMENDMENT #1
TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY
AND THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

This Amendment #1 is entered into between Clackamas County (“Buyer”) and the North Clackamas Parks and Recreation District (“Seller”) and shall become part of the intergovernmental agreement entered into between both parties on **October 17, 2024** (“Agreement”).

Following execution of the Agreement, the Parties have subsequently agreed to waive the rezoning contingency set forth in Section 12 of the Agreement. As such, the Parties have agreed to amend the Agreement to remove the rezoning contingency and permit Seller to immediately access the \$3,500,000 Purchase Price upon Closing.

Now, therefore, the Parties agree to amend the Agreement as follows:

1. Section 12, **Rezoning Contingency**, is hereby deleted in its entirety and replaced with the following:

Section 12. Reserved.

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Buyer

Seller

By: _____

By: _____

Date: _____

Date: _____

Approved as to Form:

Approved as to Form

By: _____
Assistant County Counsel for Buyer

By: _____
Assistant County Counsel for Seller