

November 22, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Property Transfer Intergovernmental Agreement between the Clackamas County Development Agency and Clackamas County. Negotiated acquisition price is \$799,300. Funding is through Metro Supportive Housing Services Funds. No County General Funds are involved.

Previous Board Action/Review	Policy Session – December 7, 2022 - Shelter and Housing Projects Plan & Board Engagement Strategy Policy Session – June 14, 2023 – Approval of plan for one-time and limited-term allocation of Supportive Housing Services carryover balance Policy Session – September 20, 2023 – Approval of Capital Needs Investment Areas		
Performance Clackamas	1. This programming aligns with H3S’s Strategic Business Plan goal to increase self-sufficiency for our clients. 2. This funding aligns with the County’s Performance Clackamas goal to ensure safe, healthy, and secure communities.		
Counsel Review	Yes (HH 10-17-23)	Procurement Review	No
Contact Person	Vahid Brown	Contact Phone	(971) 334-9870

EXECUTIVE SUMMARY:

The Development Agency owns two parcels of land totaling 6.94 acres that are currently leased to Health, Housing and Human Services (H3S). TL1500 is 3.13 acres and houses the Clackamas County Veterans Village. TL1200 is 3.81 acres and is being considered for expansion of the shelter facility.

At an Executive Session on October 3, 2023, the Board directed staff to proceed with the disposition of both parcels from the Agency to the County. The attached Intergovernmental Agreement (IGA) outlines the terms and conditions that must take place in order for the property transfer to occur. This includes a negotiated total purchase price of \$799,300.

For Filing Use Only

RECOMMENDATION: Staff respectfully recommends that the Board approve the Property Transfer Intergovernmental Agreement between the Development Agency and Clackamas County

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director of Health Housing and Human Services

**PROPERTY TRANSFER
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY DEVELOPMENT AGENCY
AND
CLACKAMAS COUNTY**

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County Development Agency (“Agency”), the urban renewal agency of Clackamas County and a corporate body politic, and Clackamas County (“County”), a political subdivision of the State of Oregon, both herein referred to individually or collectively as “Party” or “Parties.”

RECITALS

A. WHEREAS, ORS 190.003 to 190.030 allow units of local government to enter into agreement for performance of any or all functions and activities which such units have authority to perform; and

B. WHEREAS, ORS 190.020 provides that intergovernmental agreements may provide for the transfer of title to real property;

C. WHEREAS, the Clackamas Industrial Area Development Plan (the “CIA PLAN”), originally adopted on July 26, 1984, and most recently amended on September 27, 2007, includes a call for property acquisitions to fulfill the goals of said plan;

D. WHEREAS, pursuant to the CIA PLAN, the Agency acquired title to the following two parcels of real property in Clackamas, Oregon, (collectively referred to herein as “Properties”): approximately 3.85 acres at Tax Lot No 2-2E-15A-1200 and located at 16590 SE 115th Ave, Clackamas OR 97015; and approximately 3.30 acres at Tax Lot No. 2-2E-15A-1500, located at 16575 SE 115th Ave, Clackamas OR 97015, as more fully described in Exhibit “A.”

E. WHEREAS, the Agency has determined that the Properties are assets that can be resold for redevelopment that is consistent with the CIA PLAN;

F. WHEREAS, the County has an interest in formally acquiring the Properties as locations at which services or projects can be provided to community members, including supportive housing services for individuals experiencing, or at risk of experiencing, homelessness through the Department of Health, Housing and Human Services and with funding from Supportive Housing Services revenue;

G. WHEREAS, both Parties find that it is in the public interest to affect a transfer of the Properties from one component unit of the County to another in this intergovernmental transfer.

TERMS AND CONDITIONS

NOW THEREFORE, it is agreed by the parties as follows:

1. TERM OF AGREEMENT. This Agreement shall be effective upon execution, and shall expire by mutual written agreements of the parties hereto.

2. OBLIGATION OF THE AGENCY.

2.1. The Agency agrees to transfer ownership of the Properties to the County as soon as practical after the effective date of this Agreement and upon receipt of payment of the Total Acquisition Price for the Properties as shown in the following:

2.1.1. \$900,000 for approximately 7.25 acres (2.7 acres of developable area) at Tax Lot Nos. 2-2E-15A-1200 and 2-2E-15A-1500; and

2.1.2. Minus development credits consisting of:

- Soil remediation - \$50,000
- Clearing - \$13,560
- Soil Fill - \$22,140
- Driveway Improvements - \$15,000

2.1.3. Total Acquisition Price of \$799,300

2.2. Conveyance of the Property will be by Bargain and Sale deed in a form substantially similar to the form attached as Exhibit "A."

3. OBLIGATION OF THE COUNTY.

3.1. Through the Department of Health, Housing and Human Services, the County use funding from Supportive Housing Services revenue to fund the acquisition of the Properties; and that if said Supportive Housing Services funding is unavailable for any reason, that funding for the acquisition of the Properties can be through any other means the Board of Commissioners of Clackamas County (the "Board") deems appropriate;

3.2. The County will pay the Agency the amounts as specified in Section 2.1 of this Agreement, no later than sixty (60) days from the execution of this Agreement using Supportive Housing Services revenue or appropriations through a funding source that the Board deems appropriate, as provided for in Section 3.1 of this Agreement.

3.3. Upon conveyance of the Properties, County agrees to accept ownership of the Properties and redevelop the Properties consistent with Section 4 of this Agreement.

4. Future Property Development. The Parties acknowledge that the transfer of the Properties to the County by the deed attached hereto as Exhibit s "A" and "B" is for purposes of ensuring that use of the Property is available to the County, or its respective successor in interest, for services or projects can be provided to community members, including supportive housing services for individuals experiencing, or at risk of experiencing,

homelessness, or any other project that is deemed, in the sole discretion of the County, a matter of county concern and consistent with the CIA PLAN.

5. GENERAL PROVISIONS.

5.1. Merger. It is intended that the delivery of the deed conveying the Property from the Agency to the County shall not effect a merger of the provisions of this Agreement, which terms are intended to continue after the delivery of the deed described herein.

5.2. Indemnification. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, each party to this Agreement agrees to indemnify, save harmless and defend any other Party to this Agreement, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of the offending party or its officers, owners, employees, agents, or its subcontractors or anyone over which the offending Party has a right to control.

5.3. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

5.4. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

5.5. Integration. This Agreement contains the entire agreement between the Agency and the County and supersedes all prior written or oral discussions or agreements regarding this subject matter.

5.6. Amendments. The parties hereto may amend this Agreement at any time only by written amendment executed by the Agency and the County, or each Party's respective successor in interest.

5.7. Waiver. Each Party hereto shall not be deemed to have waived any breach of this Agreement by another Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

IN WITNESS HEREOF, the parties have executed this Agreement by the date set forth opposite their names below.

CLACKAMAS COUNTY DEVELOPMENT AGENCY	BOARD OF COMMISSIONERS CLACKAMAS COUNTY
_____	_____
Director Tootie Smith	Chair-Tootie Smith
_____	_____
Title	Date
_____	_____
Date	Recording Secretary
_____	_____
	Date

EXHIBIT A

BARGAIN AND SALE DEED
TO
PARCEL 1 (TAX LOT NO. 2-2E-15A 1200) AND
PARCEL 2 (TAX LOT NO. 2-2E-15A-1500)

<p><u>BARGAIN AND SALE DEED</u></p> <p><u>GRANTOR:</u> Clackamas County Development Agency 150 Beaver Creek Road Oregon City, OR 97045</p> <p><u>GRANTEE:</u> Clackamas County Public Service Building 2051 Kaen Road Oregon City, OR 97045</p> <p><u>AFTER RECORDING RETURN TO:</u> Clackamas County Engineering Public Service Building 150 Beaver Creek Road Oregon City, OR 97045</p> <p><u>UNTIL A CHANGE IS REQUESTED</u> <u>SEND TAX STATEMENTS TO:</u> No Change</p>	<p>Agenda No: _____</p> <p>and/or</p> <p>Board Order No: _____</p>
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BARGAIN and SALE DEED

KNOW ALL PERSONS BY THESE PRESENTS, that CLACKAMAS COUNTY DEVELOPMENT AGENCY, the URBAN RENEW AL AGENCY OF CLACKAMAS COUNTY, OREGON, a corporate body politic (which, together with any successor public agency designated by or pursuant to law, is herein called the "Agency"), does hereby grant, bargain, sell and convey as grantor unto CLACKAMAS COUNTY, a political subdivision of the State of Oregon, as grantee and to its successors and assigns, certain real properties, with the tenements, hereditaments and appurtenances situated in the County of Clackamas, State of Oregon, and being more particularly described as follows:

- See Exhibits A and B, attached hereto and incorporated herein.
- Exhibit A: Legal descriptions of the real properties.
- Exhibit B: Map illustrating the real properties.

This is a transfer of land from one component unit of Clackamas County to another in an intergovernmental transfer. The true and actual consideration paid for this conveyance Seven Hundred Ninety-Nine Thousand Three Hundred Dollars (\$799,300).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO

11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signatures and Acknowledgements on Following Page]

In witness whereof, the above name Grantor has caused this instrument to be executed on this _____ day of _____, 2023.

**CLACKAMAS COUNTY DEVELOPMENT AGENCY,
the URBAN RENEWAL AGENCY OF CLACKAMAS
COUNTY, a corporate body politic under ORS Chapter 457**

By: _____
Tootie Smith, Chair

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was signed and attested before me on _____, 2023 by Tootie Smith as Chair of the CLACKAMAS COUNTY DEVELOPMENT AGENCY BOARD.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

ACCEPTED this _____ day of _____, 2023

CLACKAMAS BOARD OF COMMISSIONERS

By: _____
Tootie Smith, Chair

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 2023, by Tootie Smith as Chair of the CLACKAMAS BOARD OF COMMISSIONERS.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

**EXHIBIT A
LEGAL DESCRIPTIONS**

Parcel 1

A parcel of land located in the northeast corner of section 15 township 2 south range 2 east of the Willamette meridian more particularly described as tax lot 1200 containing 3.81 acres, more or less.

Parcel 2

A parcel of land located in the northeast corner of section 15 township 2 south range 2 east of the Willamette meridian more particularly described as tax lot 1500 containing 3.13 acres, more or less.

**EXHIBIT B
MAP OF PROPERTY
TAX LOT NO. 2-2E-15A 1200 and TAX LOT NO. 2-2E-15A-1500**

