



DAN JOHNSON  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 25, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Sitting/Acting as Development Agency Board  
Clackamas County

Approving an Amendment to and Termination of a District Funding Agreement  
between the Clackamas County Development Agency and Clackamas Fire District No. 1  
Total Value is \$1,174,048. No County General Funds are involved.

<b>Previous Board Action/Review</b>	District Funding Agreement approved: January 29, 2015 Study Session: April 26, 2023 Request for Consent: July 23, 2024		
<b>Performance Clackamas</b>	Build public trust through good government		
<b>Counsel Review</b>	Yes (HH 2-14-24)	<b>Procurement Review</b>	No
<b>Contact Person</b>	David Queener, Development Agency Program Coordinator	<b>Contact Phone</b>	503.742.4322

**EXECUTIVE SUMMARY:**

The Development Agency entered into a Funding Agreement with Clackamas Fire District No. 1 in January 2015. The Agreement provided \$2,500,000 in Agency funds to the District to be used for improvements related to their administrative building located in the Clackamas Town Center Urban Renewal District.

The Fire District has made all needed improvements to the administrative building and has \$1,174,048 remaining of the \$2,500,000 provided by the Agency. The Fire District has agreed to return the entire amount of unspent funds to the Agency.

For Filing Use Only

The attached amendment to the District Funding Agreement provides for the return of unspent funds and terminates the Agreement. This Agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the document amending and terminating the Agreement.

Respectfully submitted,

*Dan Johnson*

Dan Johnson, Director  
Department of Transportation and Development

**AMENDMENT #1 TO and MUTUAL TERMINATION OF  
THE DISTRICT FUNDING AGREEMENT**

This Amendment #1 and Mutual Termination ("Amendment") is entered into Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon (the "Agency"), and Clackamas County Rural Fire Protection District #1 (the "District") and shall become part of the District Funding Agreement entered into between both parties on January 29, 2015 ("Agreement").

**RECITAL**

- A. Pursuant to the Agreement, the Agency allocated and disbursed to the District \$2,500,000 in Agency Funds to complete the Project, as fully described in Exhibit A of the Agreement.
- B. The District has spent only \$1,325,952 of the Agency Funds and completed only a portion of said Project. The amount of unspent Agency Funds is \$1,174,048.
- C. The Agency and the District desire an allowance for partial completion of the Project by the District, mutual termination of the Agreement, and repayment of unspent Agency Funds to the Agency.
- D. Section 9.C. allows the Agreement to be amended, modified, or extended only by written instrument executed by both parties.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Agency and the District hereto agree that:

- 1. **Effective Date.** This Amendment becomes effective on the latest date on which this Amendment is signed by Agency and District (as dated by their signatures below).
- 2. **Amending Section 5, Termination.** Section 5 is hereby deleted in its entirety and is replaced with the following:

*"Section 5: Termination.*

- A. *So long as there is no outstanding event of default, this Agreement shall terminate twenty (20) years from the date of the execution of this Agreement, or fifteen (15) years from the date of substantial completion of the Project, whichever is sooner.*
- B. *During the term of the Agreement, the Agreement may be terminated by mutual agreement of both parties at any time or by either party upon 30 days written notice.*

C. *By no later than 30 days after any termination of this Agreement, the District must return any and all Agency Funds to the Agency that have not be spent on the Project.*"

3. **Mutual Termination.** The Agency and the District mutually agree to terminate the Agreement, effective on the Effective Date of this Amendment.
4. **Repayment of Unspent Agency Funds.** Within 30 days of the Effective Date of this Amendment, and pursuant to Section 5.C. of the Agreement, the District shall repay the Agency \$1,174,048 of the unspent Agency Funds.
5. **Other Terms Unchanged.** Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect.
6. **Counterparts.** This Amendment may be executed in several counterparts all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

**Clackamas County Fire District #1**

**Clackamas County Development Agency,  
the Urban Renewal Agency of Clackamas  
County**

  
\_\_\_\_\_  
Authorized Signature

Mark Whitaker  
\_\_\_\_\_  
Printed Name

June 12, 2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date