



June 27, 2019

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of an Amendment to an Intergovernmental Agreements with the  
State of Oregon Related to Funding for a Future County Courthouse

<b>Purpose/Outcome</b>	Approval of an amendment to an intergovernmental agreement with the State of Oregon related to the planning phase for a future county courthouse.
<b>Dollar Amount and Fiscal Impact</b>	No financial impact as a result of this amendment. The existing agreements facilitate the receipt of approximately \$95.7 million in state funds towards the design and construction of a new County Courthouse.
<b>Funding Source</b>	County staff anticipates that the future county courthouse will be funded using a combination of local funds in the form of either revenue from a voter-approved bond or from the County's general fund, and matching funds from the State of Oregon.
<b>Duration</b>	The existing Phase 1 agreement will expire upon the completion of the benchmarks described in the agreement, which County staff anticipates will occur by December 31, 2019.
<b>Previous Board Action/Review</b>	Policy Sessions: 2/14/17, 10/17/17, 6/26/18, 9/18/18, 1/29/19. Approval of IGA's: 2/14/19
<b>Strategic Plan Alignment</b>	Build public trust through good government - this falls in line with the Board's goal that by the end of 2022, Clackamas County will have completed construction and occupied a new County Courthouse on the Red Soils Campus.
<b>Contact Person</b>	Gary Barth, (503) 754-2050

**Project Background**

For over 20 years Clackamas County has been planning, building, and consolidating relevant services to the County owned Red Soils Campus in Oregon City to provide a cohesive integrated public service center for citizens. A new Courthouse facility has been the center of that master plan since its inception.

The Oregon Courthouse Capital Construction Improvement Fund (OCCCIF) provides a path to assist the County with realizing this piece of the master plan. Earlier this year, the County entered into two separate agreements with the State of Oregon to facilitate the receipt of OCCCIF proceeds to assist in the planning, design and construction of the Courthouse facility. The County plans to divide the matching fund request into three biennium:

- 2017-2019 \$1.2 million (planning)
- 2019-2021 \$31.5 million (design & preconstruction)
- 2021-2023 \$63.0 million (construction & furniture)

The Fiscal Year 2017-2019 fund request was approved and is being used for the current planning efforts. The source of these funds is from the State General Fund.

One of the two agreements approved by the Board earlier this year relates to Phase I of the project, which the parties intend to cover planning activities and establishes a State reimbursement to the County of up to \$1.2 million for qualifying costs. The Phase I Funding Agreement specifies those costs that will be eligible for reimbursement, and establishes benchmarks that define the successful completion of Phase I of the project. The date to complete the benchmarks for Phase 1 is July 1, 2019. The parties recognize that this is not possible, primarily due to the County's obligation to provide a financing plan, and have agreed to amend the Phase 1 agreement to extend time in which the County has to complete its obligation to December 31, 2019.

**RECOMMENDATION**

Staff respectfully recommends the Board approve the attached amendment to the Phase 1 intergovernmental agreement with the State of Oregon.

Sincerely,

Gary Schmidt  
Clackamas County Administrator

**AMENDMENT NUMBER 01  
CLACKAMAS COUNTY COURTHOUSE  
PHASE I FUNDING AGREEMENT**

This is Amendment No. 01 to the Clackamas County Courthouse Phase 1 Funding Agreement entered into on February 28, 2019 by and among the State of Oregon, acting by and through its Department of Administrative Services (“DAS”) and the Oregon Judicial Department (“OJD”) (together referred to as the “State”), and Clackamas County, Oregon (the “County”) (the “Agreement”).

It has now been determined by the State and the County that the Agreement referenced above shall be amended to extend the Phase Completion Date from July 1, 2019 to July 1, 2020.

1. **Effective Date.** This Amendment is made \_\_\_\_\_, 2019 and shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

**Project Summary, which reads:**

**Project Title:** Clackamas County Courthouse

**County:** Clackamas County

**Phase:** Phase I

**State Funds for Phase I:** \$1,200,000.00 (General Funds)

**Phase Completion Date:** July 1, 2019

**Estimated Project  
Completion Date:** February 1, 2024

**Shall be deleted in its entirety and replaced with the following:**

**Project Title:** Clackamas County Courthouse

**County:** Clackamas County

**Phase:** Phase I

**State Funds for Phase I:** \$1,200,000.00 (General Funds)

**Phase Completion Date:** July 1, 2020

**Estimated Project**

**Completion Date:** February 1, 2024

**Section 4, Phase-Specific Definitions, Paragraph (c) which reads:**

(c) "Phase Completion Date" means July 1, 2019 (or as may be extended by the agreement of the parties).

**Shall be deleted in its entirety and replaced with the following:**

(c) "Phase Completion Date" means July 1, 2020 (or as may be extended by the agreement of the parties).

**3. Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

**4. Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**The State and the County, by execution of this Amendment, each hereby acknowledge that each has read this Amendment, understands it and agrees to be bound by its terms and conditions.**

**The State of Oregon,  
acting by and through its Department of Administrative Services (DAS):**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**The State of Oregon,  
acting by and through its Judicial Department (OJD):**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

***Approved as to Legal Sufficiency for the State:***

By: \_\_\_\_\_  
Shelby E. Robinson, Assistant Attorney General

***Approved as to all provisions relating to the Department of Human Services, as Colocation Agency hereunder:***

**The State of Oregon,  
acting by and through the Department of Human Services (Colocation Agency):**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

***Approved as to all provisions relating to the Office of Public Defense Services, as Colocation Agency hereunder:***

**The State of Oregon,  
acting by and through the Office of Public Defense Services (Colocation Agency):**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Clackamas County, Oregon (County):**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

***Approved as to Legal Sufficiency for the County:***

By: \_\_\_\_\_  
Nathan Boderman, Assistant County Counsel