



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(Revised: Feb. 2017)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C.5 DATE 10/4/18
MARINA BAKER, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/4/18
Agenda Item #: C.5
Est. Start Time: 9:30 a.m.
Date Submitted: 9/28/18

Agenda Title: **Requesting Approval of Amendment No. 2 to an Intergovernmental Agreement with City of Portland for Sellwood Bridge Funding**

Requested Meeting: October 4, 2018 **Time Needed:** Consent Agenda

Department: DCM and DCS **Division:** _____

Contact(s): Mark Campbell, Tom Hansell

Phone: 503-988-6229 **Ext.** 86229 **Email:** mark.campbell@multco.us

Presenters: N/A

General Information

1. What action are you requesting from the Board?

The Departments of County Services and County Management are asking the Board to approve an amendment to an Intergovernmental Agreement with the City of Portland for funding of the Sellwood Bridge (Agreement) to better align the County's receipt of City funding to the currently expected project completion timeline.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer(s) this action affects and how it impacts the results.

The current Agreement with the City commits the City to funding up to \$86 million for costs related to the Sellwood Bridge replacement project. The City has paid the County \$80.5 million to date. This amendment sets a new date for the City to pay any remaining amounts owed to the County. This date will be on or before June 30, 2020.

3. Explain the fiscal impact (current year and ongoing).

Amendment revises terms under which the County receives payment from the City.

4. Explain any legal and/or policy issues involved.

None.

5. Explain any citizen and/or other government participation that has or will take place.

This proposed amendment has been prepared in coordination with the City of Portland. The Portland City Council is scheduled to consider this amendment at their November 7, 2018 City Council meeting.

Required Signature

**Elected
Official or
Department
Director:**

Kim Peoples /s/

Date:

September 28, 2018

AMENDMENT #2 TO THE
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR
FUNDING OF THE SELLWOOD BRIDGE PROJECT

This Amendment #2 to the *Amended and Restated Intergovernmental Agreement for Funding of the Sellwood Bridge Project* dated January 15, 2013 (hereinafter referred to as the "Agreement") is made and entered by and between the City of Portland ("City") and Multnomah County ("County") by and through their duly authorized representatives. The County and the City may be collectively referred to as the "Parties."

I. RECITALS

- A. The original *Intergovernmental Agreement for the Funding of the Sellwood Bridge Project* was entered into by the Parties effective February 25, 2011.
- B. *The Amended and Restated Intergovernmental Agreement for Funding of the Sellwood Bridge Project* was subsequently entered into by Parties effective January 15, 2013.
- C. *Amendment #1 to the Amended and Restated Intergovernmental Agreement for the Funding of the Sellwood Bridge Project* was entered into by Parties effective February 18, 2015.
- D. The Parties desire to amend the Agreement to better align the County's receipt of City funding to the currently expected Project completion timeline.

The Parties agree as follows:

- A. Section II, Agreement, Subsection C shall be deleted in its entirety and replaced with the following language:
 - C. The City and County agree that the estimated cost of the is \$330 million and that subject to the provisions of Section II.G., the City shall contribute no more than \$86 million toward the estimated \$330 million cost. The County agrees to construct the Project and to be responsible for providing or otherwise securing all other funding for construction of the Project. Project savings shall not reduce the County's obligation to fund any project shortfalls. The City funds shall be paid as follows:
 - 1. \$50 million shall be provided to the Project as described in Section II.D on or before June 30, 2014.
 - 2. \$20 million shall be provided to the Project as described in Section II.D on or before April 30, 2015.
 - 3. \$10,552,662.85 shall be provided to the Project as described in Section II.D on or before June 30, 2017.

4. Unless a later date is subsequently agreed to by the Parties, City shall pay any remaining amounts described in Section II.G, less any amounts described in Section II.D, on or before June 30, 2020.

The County shall maintain detailed accounting records of all amounts received from the City and the expenditure of such amounts on Project expenses. The County agrees to work in good faith with the City to allow the City to comply with all applicable arbitrage rebate requirements related to the City's bonds.

- B. The Parties acknowledge and agree that the City Contract number for the Agreement will change from #33000048 to #30006403 as of the effective date of this Amendment.
- C. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

APPROVALS:

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date last signed below.

MULTNOMAH COUNTY, OREGON

By _____

Deborah Kafoury
Chair

Date: _____

Reviewed:

By _____

CITY OF PORTLAND

By _____

Ted Wheeler
Mayor

Date: _____

Approved as to form:

By _____