CLACKAMAS COUNTY

DAN JOHNSON
DIRECTOR

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

December 3, 2026 BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #2 to the Intergovernmental Agreement with the Clackamas County Fair Board for the Clackamas County Fair & Event Center Multiuse Building Project. Total Amendment Value is up to $1,495,082. Funding is through County-Allocated American Rescue Plan Act Funds and Lottery Dollars. No County General Funds are involved.

Previous Board Action/Review: June 23, 2026, the Board approved provision of a low interest interfund loan to the Fair Board at Issues & Updates. May 19, 2026, the Board authorized directing unspent ARPA funds to the Fair Project at Issues & Updates. April 30, 2026, IGA Amendment #1 was approved at Consent. May 23, 2024, IGA between Clackamas County and the Clackamas County Fair Board was approved at Consent.
Performance Clackamas: Livable Communities, Vibrant Economy
Counsel Review: Yes **Procurement Review:** Yes
Contact Person: Sarah Eckman **Contact Phone:** 503-742-4303

EXECUTIVE SUMMARY: On May 23, 2024, the County and the Fair Board entered into an IGA related to the construction of a new multiuse event center at the fairgrounds. The IGA stipulated that the County would provide $4,800,000 in ARPA funds and $277,777 in Business Oregon grant funds. In April of 2026, the IGA was amended (Amendment #1) to allow the County to administer a $2,500,000 Special Public Works Fund (SPWF) loan on behalf of the Fair Board to assist with construction costs.

Next, on May 19, 2026, the Board authorized directing unspent ARPA funds, estimated at $795,082, towards construction costs. Then on June 23, 2026, due to change orders, materials price escalation, and delays, the Board authorized a County low interest Interfund loan from Lottery Dollars, if needed, to the Fair Board, for up to $700,000 to complete funding needs for the proposed facility. If the County Interfund loan is utilized, the loan term will be 10 years, and the interest rate will be 2%.

The attached IGA Amendment #2 authorizes a minimum of $795,082 in additional County American Rescue Plan Act funds for the Fair Board to use toward the multiuse building construction project. The amendment also authorizes the Fair Board to borrow, if needed to complete

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the project, up to $700,000 in County Interfund Loan funds. The Fair Board will make payment on the loan from the County Fair Fund on a semi-annual basis. During the debt service period, the Fair Board will maintain a balance of 50% of the annual debt service on the loan in the County Fair Fund.

RECOMMENDATION: Staff recommends the Board of County Commissioners approve IGA Amendment #2 between Clackamas County and the Clackamas County Fair Board for additional funding for the Clackamas County Fair & Event Multiuse Building Project.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND CLACKAMAS COUNTY FAIR BOARD

THIS AMENDMENT NO. 2 (this "Amendment") is entered into by and between Clackamas County ("County"), a political subdivision of the State of Oregon, and the Clackamas County Fair Board ("Agency"), an entity formed under ORS 565.210, collectively referred to as the "Parties" and each a "Party."

RECITALS

On May 23, 2024, the Parties entered into an Intergovernmental Agreement (the "Agreement") related to the construction of a new fairground and event center multiuse building (the "Project").

Under the Agreement, County will provide up to $4,800,000 received through the American Rescue Plan Act (ARPA), and up to $277,777 received through a grant from Business Oregon, for the Project.

On April 30, 2026, the Parties entered into Amendment No. 1 to the Agreement, under which County will provide up to $2,500,000 received through a Special Public Works Fund (SPWF) loan from Business Oregon for the Project.

The Parties desire to further amend the Agreement to recognize that County will provide additional ARPA funding, and to provide for the possibility of a low interest interfund loan from County to Agency (the "County Interfund Loan"), for the Project.

In consideration of the above Recitals, which are incorporated into this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

TERMS

1. Section 1 of the Agreement is deleted in its entirety and replaced with the following:

    1. **Term.** This Agreement shall be effective upon execution and, unless otherwise specified herein, shall remain in effect until the ARPA funds are fully expended and until full repayment of the SPWF loan and County Interfund Loan.

2. Section 3 of the Agreement is deleted in its entirety and replaced with the following:

    3. **Funding Sources.** Agency will complete the Project using the following funding sources, in the amounts estimated below, and will comply with all funding source requirements.

FUNDING SOURCE	AMOUNT
State ARPA	$ 4,790,800.00
County ARPA	$ 4,800,000.00
County ARPA (July 2026) (minimum of listed amount)	**$ 795,082.00**
Business Oregon Grant	$ 277,777.00
City ARPA	$ 250,000.00
Fair Foundation	$ 335,000.00
Business Oregon Loan (15-yr Payback, TLT Secured)	$ 2,500,000.00
County Fair TLT	$ 200,000.00
County Interfund Loan (if needed) - up to amount listed	**$ 700,000.00**
Interest Earned, ARPA Checking Account	$ 100,000.00
Fund Balance	$ 500,000.00
Total	**$ 15,248,659.00**
Current Project Estimate (08/04/2025)	$ 15,248,659.00
(Gap) | Surplus	**$ -**

Agency will use funding sources in the following order, using all of the funds from one source before using funds from the next source:

A. State ARPA: $4,790,800 (complete)

B. Business Oregon Grant: $277,777 (complete)

C. County ARPA: $4,800,000 (in progress)

D. County ARPA (July 2026): $795,082 (at a minimum)

E. Business Oregon Loan (SPWF Loan): $2,500,000

F. Other available funding sources

G. County Interfund Loan (if needed): up to $700,000

If any portion of the foregoing funding sources fails to materialize, or if Project costs increase, Agency is responsible for securing all additional funding sources necessary to complete the Project.

3. Section 4 of the Agreement is deleted in its entirety and replaced with the following:

4. **County-Provided Funds.** Contingent upon confirmation, in a form acceptable to County, that all other funding sources described in Section 3, above, are available or otherwise committed to the Project, County will provide an amount not to exceed $4,800,000 in County ARPA funds; an

additional $795,082, at a minimum, in County ARPA funds; $277,777 in Business Oregon grant funds; $2,500,000 in SPWF loan funds; and up to $700,000 in County Interfund Loan funds (collectively, the "Funds") towards construction of the Project. Payment of the Funds shall be made in accordance with Exhibit A.

Agency shall use the Funds solely for the following eligible purposes: payment to a third-party contractor for construction of the Project under a construction contract to be executed between Agency and the third-party contractor (the "Construction Contract").

4. Section 4.5 of the Agreement is deleted in its entirety and replaced with the following:

4.5. **SPWF Loan Funds.**

a. County shall apply for an SPWF loan from Business Oregon in an aggregate principal amount not to exceed $2,500,000.

b. Agency shall reimburse County for payments on the SPWF loan from the fund maintained pursuant to ORS 565.325 (the "County Fair Fund") on a semi-annual basis.

c. During the debt service period, Agency shall maintain a minimum balance of $125,000 in the County Fair Fund.

5. The following is added as a new Section 4.6 of the Agreement:

4.6 **County Interfund Loan.**

a. The County Interfund Loan will be from the Community Services Fund to the County Fair Fund. The loan term will be 10 years, and the interest rate will be 2%. County will calculate the final loan amount, not to exceed $700,000.

b. Agency shall make payments on the County Interfund Loan from the County Fair Fund on a semi-annual basis.

c. During the debt service period, Agency shall maintain a minimum balance of 50% of the annual debt service on the County Interfund Loan in the County Fair Fund. This requirement is separate and distinct from the requirement in Section 4.5(c) above.

6. Section 13(A) of the Agreement is deleted in its entirety and replaced with the following:

A. Sarah Eckman or their designee will act as liaison for County.

Contact Information:

Sarah Eckman
Assistant Director of Community Services
Department of Transportation and Development
sarahste@clackamas.us
503-742-4303
150 Beavercreek Road, Suite 325
Oregon City, OR 97045

Fiscal Contact:

Robert Tintle
Finance Director
Clackamas County Finance Department
rtintle@clackamas.us
503-742-5405
2051 Kaen Road, Suite 490
Oregon City, OR 97045

Brian Crow or their designee will act as liaison for Agency.

Contact Information:

Brian Crow
Executive Director
Clackamas County Fair & Event Center
brianc@ccfairevents.com
503-266-1136
694 NE 4th Ave.
Canby, OR 97013

7. Section 3 of Exhibit A to the Agreement is deleted in its entirety and replaced with the following:

    3. Construction Contract. The parties agree to the following with respect to the Construction Contract:

        a. Contract management. The parties will jointly manage the Construction Contract. This includes, but is not limited to, review and negotiation of any contract amendments and any other project management tasks, as defined above, that may be associated with the Construction Contract. Agency shall be the primary point of contact under the Construction

Contract but shall coordinate with County on project management tasks, which County will lead.

b. Project expectations. The Project will be completed in most expeditious and cost-effective manner possible. No additions or upgrades will be made. Value engineering will occur whenever possible while preserving key and necessary Project features.

c. Invoices.

   i. County will pay any invoices due under the Construction Contract that have been jointly approved by the parties directly to the third-party contractor until all County ARPA funds are expended. County ARPA funds must be expended, and all materials and services purchased therewith must be received or provided, by December 31, 2026.

   ii. After all County ARPA funds are exhausted, County will continue paying such invoices from the County Fair Fund, requesting reimbursement from the SPWF loan funds, until the remaining balance of the SPWF loan funds is insufficient to reimburse County for any particular invoice.

      A. Agency will not submit invoices to Business Oregon for SPWF loan funds.

      B. When County pays an invoice which is to be reimbursed from the SPWF loan funds, County will transfer an amount into the County Fair Fund that is equal to the amount due under the invoice (the "Float Loan").

      C. The purpose of the Float Loan is to protect County's credit rating and ensure that Agency does not incur negative interest between when the invoice is paid and the reimbursement from the SPWF loan funds is received. The Float Loan shall not be available for Agency's use.

      D. Upon receipt of the reimbursement from the SPWF loan funds, County will transfer the Float Loan back out of the County Fair Fund.

   iii. After all County ARPA funds are exhausted, the remaining balance of the SPWF loan funds is insufficient to reimburse County for any particular invoice, and all other funding sources are exhausted, County will pay such invoices from the County Interfund Loan funds until all such funds are exhausted.

iv. After the County Interfund Loan funds are exhausted, County will transfer responsibility for paying all remaining consultants, contractors, and suppliers back to Agency. Agency is responsible for covering all other expenses necessary to complete the Project.

d. Meetings. The parties will meet no less than weekly to review the status of the Project and address any issues that may arise under the Construction Contract.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth beneath their names below.

Clackamas County

Craig Roberts, Chair
Board of County Commissioners

Date: _____

Clackamas County Fair Board

By: LOREN P. BELL

Its: PRESIDENT

Date: 11-4-2026

Approved as to form:

County Counsel

Date: November 6, 2026

Approved as to form:

Counsel for the Fair Board

Date: _____