



**NORTH CLACKAMAS
PARKS & RECREATION DISTRICT**

Administration

Scott Archer, Director
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

June 20, 2019

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of an Intergovernmental Agreement with City of Milwaukie
for Creation of a Framework Plan for Dogwood Park

Purpose/Outcomes	Outlines responsibilities and requirements of both the City and the District in the City-led process to create a Framework Plan for Dogwood Park as part of the South Downtown Revitalization Project.
Dollar Amount and Fiscal Impact	\$10,000 one-time payment, ongoing maintenance costs once project is completed.
Funding Source	NCPRD Proposed Budget for FY 19-20 – General Fund
Duration	Through July 1, 2021
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities
Contact Person	Scott Archer, NCPRD Director, 503-742-4421

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business & Community Services, is seeking approval of an Intergovernmental Agreement (IGA) with the City of Milwaukie (City) for creation of a framework plan for Dogwood Park (Park). The Park is a 1.06-acre park located at 11299 SE Main St, Milwaukie, OR 97222.

All parks within the City of Milwaukie are owned by the City, and managed, maintained and operated by NCPRD through an existing IGA. The City is currently in the process of making significant development and right-of-way improvements adjacent to and within the existing Park; it is redeveloping its south downtown area including a new housing development and moving the Farmer’s Market to Main Street. These changes will also impact Dogwood Park. By undertaking creation of a framework plan for the area, NCPRD and the City will determine and coordinate future enhancements to the Park and the adjacent properties. The City will manage the framework plan process.

This agreement establishes the terms for both parties in supporting creation of a framework plan for the park. NCPRD will contribute \$10,000 as a match to the City’s \$10,000 contribution, that combined will be used to fund creation of the framework plan.

County Counsel has reviewed and approved the language in this agreement.

RECOMMENDATION:

Staff recommend the Board approve this Intergovernmental Agreement between North Clackamas Parks and Recreation District (NCPRD) and City of Milwaukie for creation of a framework plan for Dogwood Park.

ATTACHMENT:

Intergovernmental Agreement between City of Milwaukie and North Clackamas Parks & Recreation District for Creation of a Framework Plan for Dogwood Park

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF MILWAUKIE AND NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
FOR CREATION OF A FRAMEWORK PLAN FOR DOGWOOD PARK**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the City of Milwaukie (“City”), a municipal corporation, and the North Clackamas Parks and Recreation District (“District”), a county service district formed under ORS Chapter 451, effective as of the last date of signature indicated below (“Effective Date”).

RECITALS

- A.** Dogwood Park is a city park in downtown Milwaukie owned by the City and operated and maintained by the District; and
- B.** City is in the process of redevelopment of its downtown, including land adjacent to Dogwood Park; and
- C.** Development by the City of land adjacent to Dogwood Park will require certain enhancements to the park and provides a good opportunity for the City and District to work collaboratively to reevaluate and update the infrastructure and layout of Dogwood Park; and
- D.** In order to facilitate such an endeavor, a framework plan is necessary to establish the responsibilities of City and District regarding the reevaluation and update of Dogwood Park; and
- E.** To fund the development of a framework plan for Dogwood Park, District agrees to transfer \$10,000 to the City; and
- F.** City agrees to use the \$10,000 transferred by District to develop a framework plan for Dogwood Park; and
- G.** By the authority granted in Oregon Revised Statutes (ORS) 190.010 et seq., local government agencies may enter into cooperative agreements with other units of local government to further economy and efficiency, on terms and conditions.

NOW THEREFORE, it is agreed by and between City and District as follows:

TERMS OF AGREEMENT

- 1. Description of Agreement.** District shall transfer \$10,000 to the City for its use for professional services to develop a framework plan for Dogwood Park. The framework plan will outline new enhancements for Dogwood Park and coordinate with uses for the adjacent

development and right-of-way. The outcome of the framework plan will inform City and District about responsibilities for infrastructure defined in the framework plan.

- 2. Effective Date, Duration, and Termination.** This Agreement shall become effective on the date all required signatures are obtained and shall expire on July 1, 2021 unless extended or otherwise terminated as follows:
 - a.** This Agreement may be suspended or terminated prior to the expiration of any term by:
 - i.** Written notice provided, or without cause, by either party no less than 90 days prior to the date of termination;
 - ii.** Written notice, in the case of a default under the terms of this Agreement, giving no less than 21 days' notice of the alleged default, with opportunity to cure within the 21-day period; or
 - iii.** Mutual written agreement by the City and District.
 - b.** Termination of this Agreement shall not discharge the obligations of the District accrued prior to termination.
 - c.** If this Agreement is terminated for any reason, the indemnity obligations in Paragraph ____ shall survive.
- 3. Amendment Provisions.** The terms of this Agreement may be amended by mutual agreement of the parties. Any amendment shall be in writing, shall refer specifically to this Agreement, and shall be executed by the parties.
- 4. Compliance with Applicable Law.** City and District will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services provided under this Agreement. Without limiting the generality of the foregoing, City and District expressly agree to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V or the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) the Fair Labor Standards Act; (v) the Occupational Safety and Health Act of 1970; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 5. Indemnification.** Subject to the Oregon Constitution and the limits of the Oregon Tort Claims Act, each party agrees to indemnify, defend and hold harmless the other party and its officers, agents, employees and elected officials from any and all liability, loss, and costs, except for attorney's fees as described in paragraph 6 below, arising out of or resulting from the acts of their officers, agents, employees, and elected officials, including intentional or willful misconduct, in the performance of this Agreement.

- 6. Notice.** Any notice required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by email, hand delivery, or by mail delivery addressed to the parties as follows:

Milwaukie:

City Liaison
Leila Aman
10722 SE Main Street
Milwaukie, Oregon 97222
Email: amanl@milwaukieoregon.gov

District:

District Liaison
Kathryn Krygier
150 Beaver Creek Road
Oregon City, OR 97045
Email: kkrygier@ncprd.com

These addresses may be changed by written notice to the other parties.

- 7. Attorney Fees.** In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
- 8. No Waiver.** The failure by any party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.
- 9. Severability.** Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.
- 10. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
- 11. Merger.** This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Binding Effect. This Agreement constitutes the entire agreement between City and District on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of the terms of this Agreement will bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instances and for the specific purpose given. This Agreement is personal to City and District and is not intended to confer upon any other person or entity any rights or remedies whatsoever.

The parties by execution of this Agreement, hereby acknowledge that each has the authority to sign and bind City and District respectfully and that each party shall be bound by its terms and conditions.

CITY OF MILWAUKIE

Ann Ober, City Manager
City of Milwaukie

Date

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

Jim Bernard, Chair
Board of Clackamas County Commissioners,
acting as the Governing Board for North Clackamas Parks & Recreation District

Date